

F R A N C H I S E

DECLARATORY RESOLUTION

NO. 715 - 1939

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RESOLUTION OF THE BOARD OF PUBLIC  
WORKS OF THE CITY OF FORT WAYNE,  
INDIANA, FIXING THE FORM OF CON-  
TRACT WITH INDIANA SERVICE CORP.  
GIVING SAID CORPORATION THE RIGHT  
TO CONDUCT, OPERATE AND MAINTAIN  
TRACKLESS TROLLEY CARS AND MOTOR  
BUSES OVER AND ALONG CERTAIN  
STREETS AND OTHER PLACES IN THE  
CITY OF FORT WAYNE, INDIANA.  
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Declaratory Resolution adopted:  
Mon. Oct. 11, 1939, 2:30 P.M.

Advertised: Oct. 12th-19th, 1939.

Hearing on Confirmation:  
Mon. Oct. 30, 1939, 7:30 P.M.

Confirmatory Resolution adopted:  
Mon. Oct. 30, 1939,

Ordered sent to Council Monday,  
October 30, 1939.

Submitted to Council, Tuesday,  
Oct. 31, 1939, 8:00 P. M.

General Ordinance No. 1993



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CONFORMITY RESOLUTION NO. 715

CONFIRMATORY RESOLUTION

CONFIRMATORY RESOLUTION NO. 715

\* WHEREAS, the Board of Public Works of the City of Fort Wayne, Allen County, Indiana, at a meeting of said Board of Public Works, did determine the exact form in which a contract to and with Indiana Service Corporation giving said Corporation the right to locate, conduct, operate and maintain trackless trolley cars and motor buses over and along certain streets and other public places in the City of Fort Wayne, was to be finally adopted, and fixed the 30th day of October, 1939, at the hour of 7:30 o'clock, P. M., at the regular meeting place of said Board of Public Works in the City Hall in said City, as the time and place at which said contract was to be finally considered by said Board of Public Works; and

WHEREAS, proof of publication of the full and complete text of said proposed contract, in the Fort Wayne News-Sentinel and the Fort Wayne Journal-Gazette, respectively, on the 12th day of October, 1939 and the 19th day of October, 1939, being two daily newspapers of general circulation printed in the English language in said Allen County, Indiana, and proof of the posting of notice of the full and complete text of said proposed contract in ten public places within the said City of Fort Wayne, on the 12th day of October, 1939, has been duly made, and all of the terms and provisions of the statutes of the State of Indiana have been fully complied with; and

WHEREAS, at this meeting of the Board of Public Works of the City of Fort Wayne, held on the 30th day of October, 1939, commencing at the hour of 7:30 o'clock, P. M., a public hearing was had on said contract, and the protests, remonstrances, and arguments of all taxpayers of said City and their attorneys who appeared and made and filed protests against any or all of the provisions of said contract were duly heard and fully considered, and after consideration thereof were overruled, and it is now, on motion made and seconded:

RESOLVED, that the Board of Public Works of the City of Fort Wayne,

now enter into, make and execute the said contract to and with Indiana Service Corporation in the manner and form proposed by this Board of Public Works at its meeting on the 11th day of October, 1939, as it appears in the records of said meeting.

Adopted this 30<sup>th</sup> day of October, 1939.

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
Board of Public Works of  
the City of Fort Wayne.

ATTEST:

\_\_\_\_\_  
Clerk



OFFICE OF  
BOARD OF PUBLIC WORKS

C E R T I F I C A T E

FORT WAYNE, INDIANA

I, Charles F. Hess, the duly appointed, qualified and acting Clerk of the Board of Public Works of the City of Fort Wayne, Indiana, do hereby certify that the attached copy of CONFIRMATORY RESOLUTION NUMBER 715, is a true, correct and compared copy of Confirmatory Resolution Number 715, as it appears in Minute Record of the Board of Public Works, Numbered 24 on pages 56 and 57.

WITNESS my hand and seal this 15th day of December, 1939.

*Charles F. Hess*

Chas. F. Hess  
Clerk-Board of Public Works  
City of Fort Wayne, Indiana

B. R. Mayon

N. Marshall Hall

CONFIRMATORY RESOLUTION NO. 715

WHEREAS, the Board of Public Works of the City of Fort Wayne, Allen County, Indiana, at a meeting of said Board of Public Works, did determine the exact form in which a contract to and with Indiana Service Corporation giving said Corporation the right to locate, conduct, operate and maintain trackless trolley cars and motor buses over and along certain streets and other public places in the City of Fort Wayne, was to be finally adopted, and fixed the 30th day of October, 1939, at the hour of 7:30 o'clock, P. M., at the regular meeting place of said Board of Public Works in the City Hall in said City, as the time and place at which said contract was to be finally considered by said Board of Public Works; and

WHEREAS, proof of publication of the full and complete text of said proposed contract, in the Fort Wayne News-Sentinel and the Fort Wayne Journal-Gazette, respectively, on the 12th day of October, 1939 and the 19th day of October, 1939, being two daily newspapers of general circulation printed in the English language in said Allen County, Indiana, and proof of the posting of notice of the full and complete text of said proposed contract in ten public places within the said City of Fort Wayne, on the 12th day of October, 1939, has been duly made, and all of the terms and provisions of the statutes of the State of Indiana have been fully complied with; and

WHEREAS, at this meeting of the Board of Public Works of the City of Fort Wayne, held on the 30th day of October, 1939, commencing at the hour of 7:30 o'clock, P. M., a public hearing was had on said contract, and the protests, remonstrances, and arguments of all taxpayers of said City and their attorneys who appeared and made and filed protests against any or all of the provisions of said contract were duly heard and fully considered, and after consideration thereof were overruled, and it is now, on motion made and seconded:

RESOLVED, that the Board of Public Works of the City of Fort Wayne,

now enter into, make and execute the said contract to and with Indiana Service Corporation in the manner and form proposed by this Board of Public Works at its meeting on the 11th day of October, 1939, as it appears in the records of said meeting.<sup>+</sup>

Adopted this 30<sup>th</sup> day of October, 1939.

Robert F. Beams  
David Lewis  
H. Johnson  
Board of Public Works of  
the City of Fort. Wayne.

ATTEST:

Chas. F. Kern  
Clerk

FORT WAYNE

DECLARATORY RESOLUTION NUMBER 715

RESOLUTION OF THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE, INDIANA, FIXING THE FORM OF CONTRACT WITH INDIANA SERVICE CORPORATION GIVING SAID CORPORATION THE RIGHT TO LOCATE, CONDUCT, OPERATE AND MAINTAIN TRACKLESS TROLLEY CARS AND MOTOR BUSES OVER AND ALONG CERTAIN STREETS AND OTHER PUBLIC PLACES IN THE CITY OF FORT WAYNE, INDIANA.

WHEREAS, the Indiana Service Corporation, and the Board of Public Works of the City of Fort Wayne, Allen County, Indiana, desire to enter into a contract giving to said Corporation, its successors and assigns, the right to locate, conduct, operate and maintain trackless trolley cars and motor buses over and along certain streets and other public places in said City, and said Board of Public Works has determined the exact form in which said contract is to be finally adopted, which form is in words and figures as follows, to-wit:

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THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1939, by and between the City of Fort Wayne, in the County of Allen, Indiana, hereinafter called the "City", acting by and through its Board of Public Works, party of the first part, and Indiana Service Corporation, an Indiana corporation, hereinafter called the "Corporation", party of the second part, WITNESSETH:

WHEREAS, the Corporation has made a study of its present street railway system in the City of Fort Wayne and the use made by the traveling public of the various routes in such system, and after considering the density of passenger traffic, service to the greatest number under prevailing conditions and the present condition of its street railway system, proposes and believes it feasible, upon obtaining requisite approval of the Public Service Commission for the State of Indiana, the Securities and Exchange Commission, Washington, D. C. and the City, to institute trackless trolley car service on the streets and public places as hereinafter named in Section 1 hereof, and motor bus service on the streets and public places as hereinafter named in Section 3 hereof; and

WHEREAS, as a part of such program the Corporation is desirous of and has requested the City to grant to the Corporation the rights, authority, privileges and permits hereinafter set forth upon the terms and conditions hereinafter contained;

NOW, THEREFORE:

Section 1. The City, pursuant to the request of the Corporation, hereby gives and grants unto the Corporation, its successors and assigns, for *the purpose of common carrier transportation of passengers for hire, the* the purpose of common carrier transportation of passengers for hire, the right, authority, privilege and permit to locate, conduct, operate and maintain street cars of the trackless trolley type (hereinafter referred to as "trackless trolley cars"), equipped with rubber tires and operated without tracks or rails by means of electric power from overhead trolley wires, in, over, upon and along the streets and public places in the City of Fort Wayne, Indiana, as follows, to-wit: *in accordance with* *above-captioned*

*Resolution December 21st*

On the Following  
Named Streets

Calhoun Street  
Sherwood Terrace  
Calumet Avenue  
Creighton Avenue  
Wallace Street  
John Street  
Creighton Avenue  
Lewis Street  
Anthony Blvd  
Wayne Trace  
Warren Street  
New Haven Ave  
Bueter Road  
Jefferson Street  
Harmer Street  
Washington Blvd  
Wabash Avenue  
Maumee Avenue  
Warren Street  
Main Street  
Broadway  
Columbia Avenue  
Superior Street  
Spy Run Avenue  
State Street  
LeRoy Avenue  
Lynn Avenue  
Columbia Street  
Harrison Street  
Clinton Street

Between the Following Named Streets

Superior Street	and	Sherwood Terrace
Calhoun Street	and	Calumet Avenue
Sherwood Terrace	and	Calhoun Street
Broadway	and	Calhoun Street
Calhoun Street	and	John Street
Wallace Street	and	Creighton Avenue
John Street	and	Anthony Blvd
Calhoun Street	and	Anthony Blvd
Lewis Street	and	Wayne Trace
Anthony Blvd	and	Warren Street
New Haven Ave	and	Wayne Trace
Wayne Trace	and	Bueter Road
New Haven Ave	and	Pontiac Street
Calhoun Street	and	Harmer Street
Jefferson Street	and	Washington Blvd
Harmer Street	and	Wabash Avenue
Washington Blvd	and	Maumee Avenue
Wabash Avenue	and	Warren Street
Maumee Avenue	and	Pittsburg Street
Broadway	and	Columbia Street Bridge
Creighton Avenue	and	Main Street
Bridge	and	Kensington Blvd
Calhoun Street	and	Spy Run Avenue
Superior Street	and	State Street
Spy Run Avenue	and	LeRoy Avenue
State Street	and	Lynn Avenue
Around parkway	in	LeRoy Avenue
Clinton Street	and	Harrison Street
Columbia Street	and	Main Street
Columbia Street	and	Main Street

and on each and all the streets, alleys and public places intersecting and crossing the above named streets and public places on which the trackless trolley cars of the Corporation are to be operated, with all necessary turnouts, loops and turnarounds, and in, over, upon and along such other streets and public places in the City of Fort Wayne and portions thereof, as the said Board of Public Works may from time to time in writing permit, subject to the approval of the Common Council of the City.

The City further gives and grants unto the Corporation, its successors and assigns, the right, authority, privilege and permit to locate, construct, erect, operate, maintain, repair and renew poles, supports, span wires, transmission and feeder wires, trolley wires, conduits, conductors, cables, transformers, guy wires, guy stubs and anchors, braces and other apparatus, fixtures, appliances and equipment necessary or useful for the

operation and conduct of the trackless trolley cars in, over, upon and along the streets and public places in this Section 1 named; provided, however, that the Corporation shall give to the said Board of Public Works advance written notice of all new construction work, (excluding maintenance and repairs) undertaken by or on behalf of the Corporation under and pursuant to the authority in this paragraph granted to the Corporation.

The rights, authority, privileges, franchises and permits granted by this Section 1 are supplemental to, and shall in no way abrogate, impair or diminish, each and all of the rights which the Corporation now has, or may at any time or times have in the future, under or in any way connected with each and all of the indeterminate permits under or by virtue of the Public Service Commission Act for the State of Indiana, now owned or held or hereafter acquired by the Corporation.

Section 2. The Corporation, for the use of the City's streets in the operation of the Corporation's trackless trolley cars, agrees to pay, semi-annually on or before thirty (30) days after the first days of January and July in each year this agreement remains in effect with respect to trackless trolley cars, an amount equal to, and based on the rate of, Two hundred thirty-two dollars (\$232) per annum for each mile of street on which the Corporation shall operate trackless trolley cars without any regular and consistent common carrier operation of local street or interurban railway cars on rails, which sum shall be determined and be paid upon the following terms and conditions:

On or before thirty (30) days after the first days of January and July, respectively, in each year this agreement remains in effect with respect to trackless trolley cars, the Corporation shall make and file with the Board of Public Works of the City and the Controller of the City, respectively, a verified report showing (1) the number of miles of street on which the Corporation shall have operated, in and for each and every day of the six (6) calendar months immediately preceding January and July respectively in each year, its trackless trolley cars (excluding, however,

all streets where local street or interurban railway cars on rails are being regularly and consistently operated in addition to trackless trolley cars); (2) the aggregate number of miles of street on which the Corporation shall have operated its trackless trolley cars during such six (6) months' period, to be determined by adding together the number of miles of street shown by said report for each and every day of such period; (3) the average number of miles of street on which the Corporation shall have operated its trackless trolley cars during such six (6) months' period, to be determined by dividing said aggregate number of miles for such period by the total number of days in such period, irrespective of whether the trackless trolley cars are operated in each and every day of such period; and (4) the amount due for such six (6) months' period, to be determined by multiplying the said average number of miles for such period by One hundred sixteen dollars (\$116).

The Corporation, concurrently with the making and filing of said report, shall pay to the Controller of the City the amount shown by said report to be due to the City for such six (6) months' period.

In case the Corporation shall default in making the aforesaid payment and such default shall continue for sixty (60) days, the City shall have the right, at its election, to terminate this agreement with respect to trackless trolley cars, by resolution duly adopted by the Common Council of the City and approved by its Mayor, and by serving a copy thereof upon the President of the Corporation.

Ten (10) years from the date hereof, and each and every ten (10) years thereafter, either party hereto may, upon and by giving at least ninety (90) days advance written notice prior to the termination of such ten (10) year period, request a revision of the franchise fee for trackless trolley cars, and thereupon the parties hereto shall meet and agree upon a new franchise fee, if possible, which new fee shall become and remain in full force and effect and shall be paid by the Corporation until any other or further franchise fee revision in accordance with the provisions of this paragraph. In the event the parties are unable to agree upon a

a franchise fee revision within the last ninety (90) days of such ten (10) year period, then such franchise fee revision shall be submitted to a board of arbitration, which shall be composed of three (3) members to be selected within thirty (30) days after the said ninety (90) days, one of whom shall be selected by the City, one of whom shall be selected by the Corporation, and the third of whom shall be selected by the other two members. Such Board of arbitration shall meet and continue sessions without unnecessary delay until a decision is reached, and, after hearing both the City and the Corporation, shall determine the franchise fee for trackless trolley cars to become effective for the ten (10) year period immediately following the ten (10) year period in which the aforesaid notice was given and for each ten (10) year period thereafter until further revised in accordance with provisions of this paragraph. The determination and decision of a majority of the said board of arbitration shall be final, conclusive and binding upon each of the parties hereto.

Section 3. The City, pursuant to the request of the Corporation, hereby gives and grants unto the Corporation, its successors and assigns, for the purpose of common carrier transportation of passengers for hire, the right, authority, privilege and permit to locate, conduct, operate and maintain motor buses and other self-propelled or motor driven vehicles (hereinafter referred to collectively as "motor buses") in, over, upon and along the streets and public places in the City of Fort Wayne, Indiana, as follows, to-wit:

On the Following  
Named Streets

Between the Following Named Streets

Clinton Street	State Street	and	Penn Avenue
Penn Avenue	Between Branches	of	Clinton Street
State Street	Clinton Street	and	Spy Run Avenue
Spy Run Avenue	State Street	and	Clinton Street
Taylor Street	Broadway	and	Townsend Street
Nelson Street	Taylor Street	and	Stophlet Street
Stophlet Street	Nelson Street	and	Broadway
Broadway	Stophlet Street	and	Taylor Street
Jefferson Street	Broadway	and	Garden Street
Van Buren Street	Jefferson Street	and	Washington Blvd
Washington Blvd	Van Buren Street	and	Broadway
Broadway	Washington Blvd	and	Jefferson Street
Wells Street	Huffman Street	and	State Street
State Street	Wells Street	and	St. Marys Avenue
St. Marys Avenue	State Street	and	Goshen Avenue
Goshen Avenue	St. Marys Avenue	and	Sherman Blvd
Sherman Blvd	Goshen Avenue	and	State Street

and on each and all of the streets, alleys and public places intersecting and crossing the above named streets and public places on which the motor buses of the Corporation are to be operated, with all necessary turnouts, loops and turnarounds and such temporary variations from the above named streets, or any of them as may from time to time be required to meet emergencies or unusual conditions, and in, over, upon and along such other streets and public places in the said City of Fort Wayne, and portions, thereof, as the said Board of Public Works may from time to time in writing permit, subject to the approval of the Common Council of the City.

The rights, authority, privileges, franchises and permits granted by this Section 3 are supplemental to, and shall in no way abrogate, impair or diminish, each and all of the rights which the Corporation now has, or may at any time or times have in the future, under or in any way connected with each and all of the certificates of public convenience and necessity for the operation of motor buses under or by virtue of the Motor Vehicle Act of the State of Indiana, now owned or held or hereafter acquired by the Corporation, and the City hereby consents to and approves the establishment and operation, under a certificate or certificates of public convenience and necessity issued by the Public Service Commission for the State of Indiana, of motor buses by the Corporation upon the above named streets and public places on which the motor buses of the Corporation are

to be operated.

Section 4. The Corporation, for the use of the City's streets in the operation of the Corporation's motor buses, agrees to pay, semi-annually on or before thirty (30) days after the first days of January and July in each year this agreement remains in effect with respect to motor buses, an amount equal to, and based on the rate of, Fifteen dollars (\$15) per annum for each motor bus of the Corporation in regular and scheduled operation in the said City of Fort Wayne (excluding those motor buses required for extra or unusual operations or as a substitute for regularly scheduled motor buses), which sum shall be determined and be paid upon the following terms and conditions:

On or before thirty (30) days after the first days of January and July, respectively, in each year this agreement remains in effect with respect to motor buses, the Corporation shall make and file with the Board of Public Works of the City and the Controller of the City, respectively, a verified report showing (1) the number of the Corporation's motor buses in regular and scheduled operation in the said City of Fort Wayne during the six (6) calendar months immediately preceding January and July, respectively, in each year; and (2) the amount due for such six (6) months' period, to be determined by multiplying the number of motor buses of the Corporation in regular and scheduled operation in the said City of Fort Wayne during such period by Seven dollars and fifty cents (\$7.50).

The Corporation, concurrently with the making and filing of said report, shall pay to the Controller of the City the amount shown by said report to be due to the City for such six (6) months' period.

In case the Corporation shall default in making the aforesaid payment and such default shall continue for sixty (60) days, the City shall have the right, at its election, to terminate this agreement with respect to motor buses, by resolution duly adopted by the Common Council of the City and approved by its Mayor, and by serving a copy thereof upon the President of the Corporation.

Ten (10) years from the date hereof and each and every ten(10) years thereafter, either party hereto may, upon and by giving ninety (90) days advance written notice, request a revision of the franchise fee for motor buses, and thereupon the parties hereto shall meet and agree upon a new franchise fee, if possible, which new fee shall become and remain in full force and effect and shall be paid by the Corporation until any other or further franchise fee revision in accordance with the provisions of this paragraph. In the event the parties are unable to agree upon a franchise fee revision within the last ninety (90) days of such ten (10) year period, then such franchise fee revision shall be submitted to a board of arbitration, which shall be composed of three (3) members, to be selected within thirty (30) days after the said ninety (90) days, one of whom shall be selected by the City, one of whom shall be selected by the Corporation, and the third of whom shall be selected by the other two members. Such board of arbitration shall meet and continue sessions without unnecessary delay until a decision is reached, and, after hearing both the City and the Corporation, shall determine the franchise fee for motor buses to become effective for the ten (10) year period immediately following the ten (10) year period in which the aforesaid notice was given and for each ten (10) year period thereafter until further revised in accordance with provisions of this paragraph. The determination and decision of a majority of the said board of arbitration shall be final, conclusive and binding upon each of the parties hereto.

Section 5. The City, pursuant to the request of the Corporation, hereby consents to the abandonment by the Corporation of its street railway service rendered by electric street cars operated upon rails or tracks in, over, upon and along the streets and public places in the City of Fort Wayne, Indiana, as follows, to-wit:

On the Following  
Named Streets

State Street  
Spy Run Avenue  
Columbia Street  
Main Street  
LaFayette Street  
Jefferson Street  
Harmer Street  
Washington Blvd

Between the Following Named Streets

Spy Run Avenue	and	Randalia Drive
State Street	and	Clinton Street
Clinton Street	and	Kensington Blvd
Clinton Street	and	LaFayette Street
Main Street	and	Jefferson Street
LaFayette Street	and	Harmer Street
Jefferson Street	and	Washington Blvd
Harmer Street	and	Glasgow

On the Following  
Named Street

Between the Following Named Streets

Lewis Street	Calhoun Street	and Anthony Blvd
Maumee Avenue	Fletcher Street	and Priv. R. of Way
Reynolds Street	Warren Street	and Summer Street
Summer Street	Reynolds Street	and Schele Avenue
Schele Avenue	Summer Street	and Edsall Avenue
Edsall Avenue	Raymond Avenue	and Schele Avenue
Calhoun Street	Pontiac Street	and Congress Street
Taylor Street	Broadway	and Ardmore Avenue
Wallace Street	Calhoun Street	and John Street
John Street	Wallace Street	and Creighton Avenue
Creighton Avenue	John Street	and Anthony Blvd

upon commencement of service rendered by trackless trolley cars over the routes to be substituted therefor in, upon and along certain of the streets and public places named in Section 1 hereof, or upon the commencement of motor bus service over the routes to be substituted therefor in, upon and along certain of the streets and public places named in Section 3 hereof, as the case may be. It is understood and agreed that the Corporation shall at no time or times in the future reestablish street railway service by means of electric street cars operated on rails or tracks in or upon any or all of the streets as in this paragraph named without the consent of the City first had and obtained.

Section 6. The City, pursuant to the request of the Corporation, hereby consents to the abandonment by the Corporation of its motor bus service rendered in, over, upon and along the streets and public places in the said City of Fort Wayne, Indiana, as follows, to-wit:

On the Following  
Named Streets

Between the Following Named Streets

State Street	St. Marys Avenue	and Highlands Blvd
Highlands Blvd	State Street	and Purdue Street
Purdue Street	Highlands Blvd	and Cambridge Blvd
Cambridge Blvd	Purdue Street	and State Street

upon commencement of motor bus service over the routes to be substituted therefor in, upon and along certain of the streets and public places named in Section 3 hereof. It is understood and agreed that the Corporation shall at no time or times in the future reestablish motor bus service in or upon any or all of the streets as in this paragraph named without the consent of the City first had and obtained.

Section 7. In the installation, maintenance, renewal and repair of the poles, supports, span wires, transmission and feeder wires, trolley wires, conduits, conductors, cables, transformers, guy wires, guy stubs and anchors, braces and other apparatus, fixtures, appliances and equipment.

mentioned in Section 1 hereof, the Corporation may place, operate and maintain the same in such manner as to allow the trackless trolley cars to accommodate themselves to traffic conditions and to be operated freely over either side of the street, and shall obstruct the streets and public places to such extent only as shall be reasonably necessary; provided, however, that the Corporation shall give to the said Board of Public Works advance written notice of all new construction work (excluding maintenance and repairs) undertaken by or on behalf of the Corporation. The Corporation may make all necessary excavations and openings in the streets and other public places of the City for the purpose aforesaid, and when making such excavations and openings, shall, by signal, guards, barricades or otherwise protect the public from injury to persons and property, and shall save and hold the City harmless from all damages, costs and expenses which the City may be compelled to pay proximately caused by the carelessness or negligence of the Corporation in the construction, maintenance and operation of its trackless trolley car system and motor bus system hereby authorized. The Corporation shall restore all streets and public places opened by it for the purpose aforesaid to as nearly as practicable the same order and condition as the same were before such opening.

Section 8. Each turnout, loop and turnaround located on private property and used by the Corporation in the operation of its trackless trolley cars or motor buses shall be placed and maintained by the Corporation, at its own cost and expense, in good condition and so as to present a neat and attractive appearance in keeping with the community in which each such turnout, loop or turnaround shall be located.

Section 9. The Corporation shall keep the trackless trolley cars and motor buses clean, properly ventilated and heated, provided with

comfortable seats, efficiently lighted at night with electricity or other approved means, in good repair, and painted and decorated so as to present an attractive appearance both on the outside and inside. Each trackless trolley car and motor bus shall have thereon the name of the line or route or the point of destination, in letters of such size as may be readily seen at a reasonable distance by persons of ordinary eyesight in the daytime, and at night shall have displayed on the front end thereof the name of the line or route or point of destination, so illuminated as to be readily seen at a reasonable distance by persons of ordinary eyesight. The Corporation in the operation of its trackless trolley car system and motor bus system shall furnish reasonably adequate service and facilities.

Section 10. All of the rights, authority, privileges, franchises and permits herein and hereby granted to the Corporation, its successors and assigns, shall in no manner or degree abrogate, impair or diminish any or all of the rights, privileges, franchises and permits which the Corporation now has, or the Corporation, its successors and assigns, may have at any time or times in the future, under or pursuant to the Public Service Commission Act, the Motor Vehicle Act of the State of Indiana, or any other Act or Acts of the State of Indiana with respect to or in any way connected with, the operation by the Corporation of a trackless trolley car system and/or motor bus system, and all the rights, authority, privileges, franchises and permits given, granted and provided for, by this agreement, shall supplement and be in addition to all other rights, authority, privileges, franchises and permits of the Corporation, its successors and assigns, with respect to its operation of a trackless trolley car system and/or motor bus system. This franchise agreement shall be indeterminate as to the period of its duration, except as to the right of termination by the City as provided by Section 2 and 4 hereof; provided, however, that if for any reason or cause whatsoever it shall cease to be indeterminate or shall be annulled or

become inoperative as an indeterminate franchise agreement, this agreement shall extend for and during the term of forty (40) years from and after the date of the execution of this agreement.

Section 11. The Corporation, at its own cost and expense and within four (4) years from the date hereof, shall remove such of the tracks and rails of the Corporation, together with their appurtenances, in the streets of the City, as are no longer used for street or interurban railway operations, and shall restore the spaces thus left in each such street so as to conform in condition and type of improvement to the portion of such street on either side thereof. All work in connection with such track removal and restoration of streets shall be carried on in such manner and under such conditions as shall be satisfactory to both of the parties hereto. During each year of said four (4) year period the Corporation shall remove and restore at least one-fourth ( $1/4$ ) of the total mileage of rails to be removed and streets to be restored as aforesaid. In the event that in any year of the said four (4) year period the Corporation shall remove and restore more than one-fourth ( $1/4$ ) of the total mileage of rails to be removed and street to be restored as aforesaid, such excess may be applied by the Corporation to its one-fourth requirement of track removal and street restoration for any subsequent year. In the event the Corporation shall fail to remove and restore in any one or more years of said four (4) year period, the mileage of tracks and street to be removed and restored, respectively, in such year, the City shall have the right, upon giving sixty (60) days' advance written notice to the Corporation, to remove and restore respectively such amount of track and street, at such places as the City shall determine, but at the expense of the Corporation, which Corporation upon the payment to the City of such expenses shall be entitled to receive and hold as the owner thereof all tracks, rails,

ties, brick, and all other equipment, appurtenances and materials removed by the City.

Section 12. This agreement, and each and all of the terms and provisions thereof, shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns, and shall be in full force and effect from and after the date of its being approved by ordinance duly adopted by the Common Council of the City.

IN WITNESS WHEREOF, the parties hereto have executed this instrument the day and year first above written.

CITY OF FORT WAYNE, INDIANA

APPROVED AS TO FORM AND LEGALITY

By \_\_\_\_\_  
City Attorney

By \_\_\_\_\_  
\_\_\_\_\_  
Its Board of Public Works

ATTEST:

\_\_\_\_\_  
Clerk  
\_\_\_\_\_  
Mayor

INDIANA SERVICE CORPORATION

By \_\_\_\_\_  
President

ATTEST:

\_\_\_\_\_  
Secretary

NOW, THEREFORE, BE IT RESOLVED that pursuant to the Statutes of Indiana in such case made and provided, said Board of Public Works does now fix the time at which said contract shall be finally considered as the 30th day of October, 1939, at the hour of 7:30 o'clock, P. M., at the regular meeting place of said Board of Public Works in the City Hall in said City of Fort Wayne, at which time and place a public hearing shall be had and any taxpayer in said city may appear and file protest against any and all of the provisions of said contract.

BE IT FURTHER RESOLVED that Indiana Service Corporation shall, at its own expense, cause the full and complete text of said contract to be published as required by law with notice of the time and place of said hearing in Fort Wayne News-Sentinel and Fort Wayne Journal-Gazette, being two daily newspapers of general circulation, printed in the English language, in said Allen County, Indiana. Said Indiana Service Corporation shall likewise post copies of said contract and notice of the time and place of said hearing in ten public places in said City of Fort Wayne. X

ADOPTED this 11th day of October, 1939.

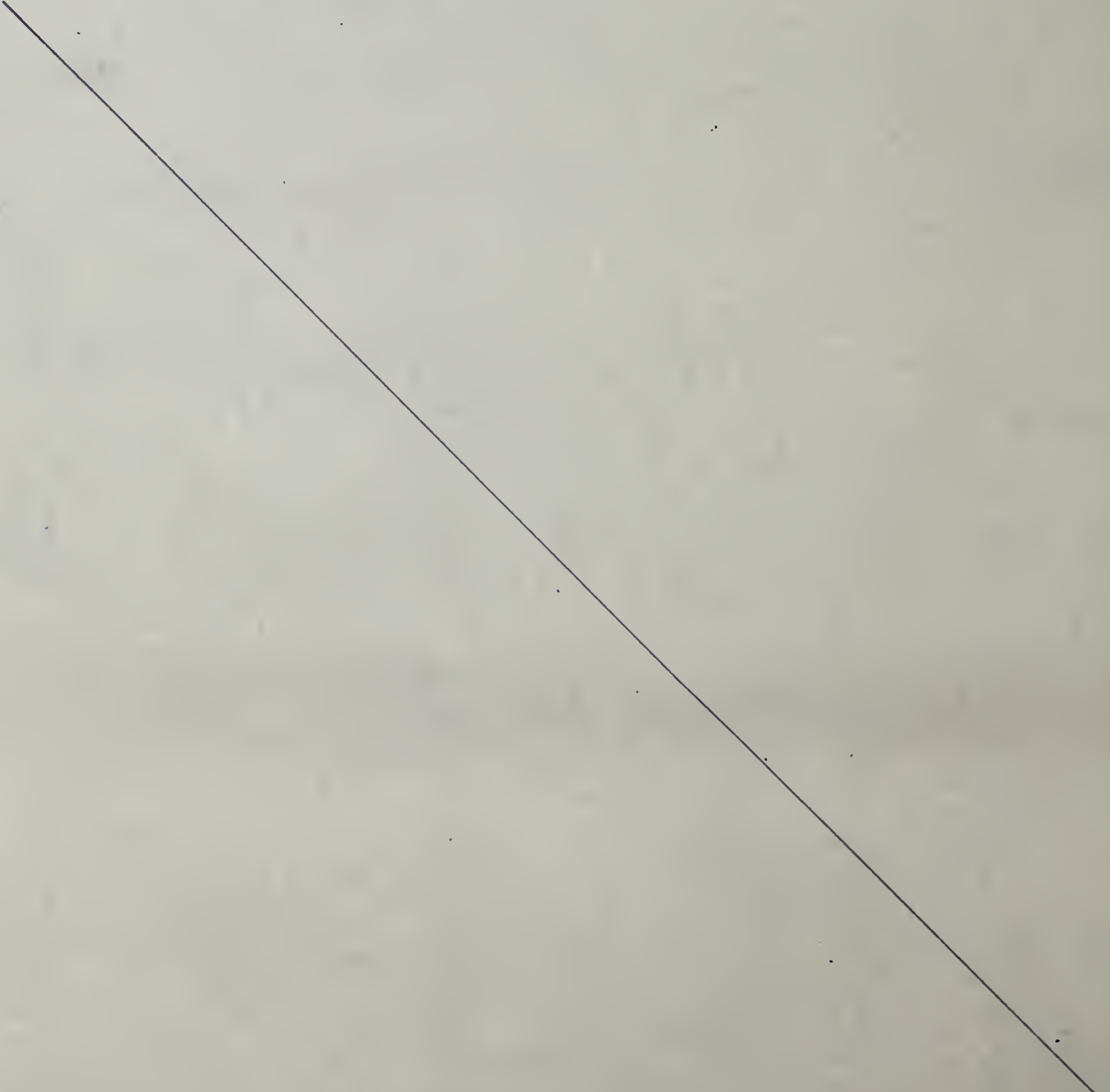
ATTEST:

Chas. F. Hess.  
Clerk.

David Lewis  
H. Johnson  
Board of Public Works of the City of  
Fort Wayne.

NOTICE TO TAXPAYERS

Public notice is hereby given that the Board of Public Works of the City of Fort Wayne, in Allen County, Indiana, desiring to enter into a contract with Indiana Service Corporation, did at a meeting of said Board of Public Works, held on the 11th day of October, 1939, determine the exact form in which said contract is to be finally adopted, which form is in words and figures, as follows:



THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1939, by and between the City of Fort Wayne, in the County of Allen, Indiana, hereinafter called the "City", acting by and through its Board of Public Works, party of the first part, and Indiana Service Corporation, an Indiana corporation, hereinafter called the "Corporation", party of the second part, WITNESSETH:

WHEREAS, the Corporation has made a study of its present street railway system in the City of Fort Wayne and the use made by the traveling public of the various routes in such system, and after considering the density of passenger traffic, service to the greatest number under prevailing conditions and the present condition of its street railway system, proposes and believes it feasible, upon obtaining requisite approval of the Public Service Commission for the State of Indiana, the Securities and Exchange Commission, Washington, D. C. and the City, to institute trackless trolley car service on the streets and public places as hereinafter named in Section 1 hereof, and motor bus service on the streets and public places as hereinafter named in Section 3 hereof; and

WHEREAS, as a part of such program the Corporation is desirous of and has requested the City to grant to the Corporation the rights, authority, privileges and permits hereinafter set forth upon the terms and conditions hereinafter contained;

NOW, THEREFORE:

Section 1. The City, pursuant to the request of the Corporation, hereby gives and grants unto the Corporation, its successors and assigns, for the purpose of common carrier transportation of passengers for hire, the right, authority, privilege and permit to locate, conduct, operate and maintain street cars of the trackless trolley type (hereinafter referred to as "trackless trolley cars"), equipped with rubber tires and operated without tracks or rails by means of electric power from overhead trolley wires, in, over, upon and along the streets and public places in the City of Fort Wayne, Indiana, as follows, to-wit:

On the Following  
Named Streets

Between the Following Named Streets

Calhoun Street	Superior Street	and	Sherwood Terrace
Sherwood Terrace	Calhoun Street	and	Calumet Avenue
Calumet Avenue	Sherwood Terrace	and	Calhoun Street
Creighton Avenue	Broadway	and	Calhoun Street
Wallace Street	Calhoun Street	and	John Street
John Street	Wallace Street	and	Creighton Avenue
Creighton Avenue	John Street	and	Anthony Blvd
Lewis Street	Calhoun Street	and	Anthony Blvd
Anthony Blvd	Lewis Street	and	Wayne Trace
Wayne Trace	Anthony Blvd	and	Warren Street
Warren Street	New Haven Ave	and	Wayne Trace
New Haven Ave	Wayne Trace	and	Bueter Road
Bueter Road	New Haven Ave	and	Pontiac Street
Jefferson Street	Calhoun Street	and	Harmer Street
Harmer Street	Jefferson Street	and	Washington Blvd
Washington Blvd	Harmer Street	and	Wabash Avenue
Wabash Avenue	Washington Blvd	and	Maumee Avenue
Maumee Avenue	Wabash Avenue	and	Warren Street
Warren Street	Maumee Avenue	and	Pittsburg Street
Main Street	Broadway	and	Columbia Street Bridge
Broadway	Creighton Avenue	and	Main Street
Columbia Avenue	Bridge	and	Kensington Blvd
Superior Street	Calhoun Street	and	Spy Run Avenue
Spy Run Avenue	Superior Street	and	State Street
State Street	Spy Run Avenue	and	LeRoy Avenue
LeRoy Avenue	State Street	and	Lynn Avenue
Lynn Avenue	Around parkway	in	LeRoy Avenue
Columbia Street	Clinton Street	and	Harrison Street
Harrison Street	Columbia Street	and	Main Street
Clinton Street	Columbia Street	and	Main Street

and on each and all the streets, alleys and public places intersecting and crossing the above named streets and public places on which the trackless trolley cars of the Corporation are to be operated, with all necessary turnouts, loops and turnarounds, and in, over, upon and along such other streets and public places in the City of Fort Wayne and portions thereof, as the said Board of Public Works may from time to time in writing permit, subject to the approval of the Common Council of the City.

The City further gives and grants unto the Corporation, its successors and assigns, the right, authority, privilege and permit to locate, construct, erect, operate, maintain, repair and renew poles, supports, span wires, transmission and feeder wires, trolley wires, conduits, conductors, cables, transformers, guy wires, guy stubs and anchors, braces and other apparatus, fixtures, appliances and equipment necessary or useful for the

operation and conduct of the trackless trolley cars in, over, upon and along the streets and public places in this Section 1 named; provided, however, that the Corporation shall give to the said Board of Public Works advance written notice of all new construction work (excluding maintenance and repairs) undertaken by or on behalf of the Corporation under and pursuant to the authority in this paragraph granted to the Corporation.

The rights, authority, privileges, franchises and permits granted by this Section 1 are supplemental to, and shall in no way abrogate, impair or diminish, each and all of the rights which the Corporation now has, or may at any time or times have in the future, under or in any way connected with each and all of the indeterminate permits under or by virtue of the Public Service Commission Act for the State of Indiana, now owned or held or hereafter acquired by the Corporation.

Section 2. The Corporation, for the use of the City's streets in the operation of the Corporation's trackless trolley cars, agrees to pay, semi-annually on or before thirty (30) days after the first days of January and July in each year this agreement remains in effect with respect to trackless trolley cars, an amount equal to, and based on the rate of, Two hundred thirty-two dollars (\$232) per annum for each mile of street on which the Corporation shall operate trackless trolley cars without any regular and consistent common carrier operation of local street or interurban railway cars on rails, which sum shall be determined and be paid upon the following terms and conditions:

On or before thirty (30) days after the first days of January and July, respectively, in each year this agreement remains in effect with respect to trackless trolley cars, the Corporation shall make and file with the Board of Public Works of the City and the Controller of the City, respectively, a verified report showing (1) the number of miles of street on which the Corporation shall have operated, in and for each and every day of the six (6) calendar months immediately preceding January and July respectively in each year, its trackless trolley cars (excluding, however,

all streets where local street or interurban railway cars on rails are being regularly and consistently operated in addition to trackless trolley cars); (2) the aggregate number of miles of street on which the Corporation shall have operated its trackless trolley cars during such six (6) months' period, to be determined by adding together the number of miles of street shown by said report for each and every day of such period; (3) the average number of miles of street on which the Corporation shall have operated its trackless trolley cars during such six (6) months' period, to be determined by dividing said aggregate number of miles for such period by the total number of days in such period, irrespective of whether the trackless trolley cars are operated in each and every day of such period; and (4) the amount due for such six (6) months' period, to be determined by multiplying the said average number of miles for such period by One hundred sixteen dollars (\$116).

The Corporation, concurrently with the making and filing of said report, shall pay to the Controller of the City the amount shown by said report to be due to the City for such six (6) months' period.

In case the Corporation shall default in making the aforesaid payment and such default shall continue for sixty (60) days, the City shall have the right, at its election, to terminate this agreement with respect to trackless trolley cars, by resolution duly adopted by the Common Council of the City and approved by its Mayor, and by serving a copy thereof upon the President of the Corporation.

Ten (10) years from the date hereof, and each and every ten (10) years thereafter, either party hereto may, upon and by giving at least ninety (90) days advance written notice prior to the termination of such ten (10) year period, request a revision of the franchise fee for trackless trolley cars, and thereupon the parties hereto shall meet and agree upon a new franchise fee, if possible, which new fee shall become and remain in full force and effect and shall be paid by the Corporation until any other or further franchise fee revision in accordance with the provisions of this paragraph. In the event the parties are unable to agree upon a

a franchise fee revision within the last ninety (90) days of such ten (10) year period, then such franchise fee revision shall be submitted to a board of arbitration, which shall be composed of three (3) members to be selected within thirty (30) days after the said ninety (90) days, one of whom shall be selected by the City, one of whom shall be selected by the Corporation, and the third of whom shall be selected by the other two members. Such board of arbitration shall meet and continue sessions without unnecessary delay until a decision is reached, and, after hearing both the City and the Corporation, shall determine the franchise fee for trackless trolley cars to become effective for the ten (10) year period immediately following the ten (10) year period in which the aforesaid notice was given and for each ten (10) year period thereafter until further revised in accordance with provisions of this paragraph. The determination and decision of a majority of the said board of arbitration shall be final, conclusive and binding upon each of the parties hereto.

Section 3. The City, pursuant to the request of the Corporation, hereby gives and grants unto the Corporation, its successors and assigns, for the purpose of common carrier transportation of passengers for hire, the right, authority, privilege and permit to locate, conduct, operate and maintain motor buses and other self-propelled or motor driven vehicles (hereinafter referred to collectively as "motor buses") in, over, upon and along the streets and public places in the City of Fort Wayne, Indiana, as follows, to-wit:

On the Following  
Named Streets

Clinton Street  
Penn Avenue  
State Street  
Spy Run Avenue  
Taylor Street  
Nelson Street  
Stophlet Street  
Broadway  
Jefferson Street  
Van Buren Street  
Washington Blvd  
Broadway  
Wells Street  
State Street  
St. Marys Avenue  
Goshen Avenue  
Sherman Blvd

Between the Following Named Streets

State Street	and	Penn Avenue
Between Branches	of	Clinton Street
Clinton Street	and	Spy Run Avenue
State Street	and	Clinton Street
Broadway	and	Townsend Street
Taylor Street	and	Stophlet Street
Nelson Street	and	Broadway
Stophlet Street	and	Taylor Street
Broadway	and	Garden Street
Jefferson Street	and	Washington Blvd
Van Buren Street	and	Broadway
Washington Blvd	and	Jefferson Street
Huffman Street	and	State Street
Wells Street	and	St. Marys Avenue
State Street	and	Goshen Avenue
St. Marys Avenue	and	Sherman Blvd
Goshen Avenue	and	State Street

and on each and all of the streets, alleys and public places intersecting and crossing the above named streets and public places on which the motor buses of the Corporation are to be operated, with all necessary turnouts, loops and turnarounds and such temporary variations from the above named streets, or any of them as may from time to time be required to meet emergencies or unusual conditions, and in, over, upon and along such other streets and public places in the said City of Fort Wayne, and portions thereof, as the said Board of Public Works may from time to time in writing permit, subject to the approval of the Common Council of the City.

The rights, authority, privileges, franchises and permits granted by this Section 3 are supplemental to, and shall in no way abrogate, impair or diminish, each and all of the rights which the Corporation now has, or may at any time or times have in the future, under or in any way connected with each and all of the certificates of public convenience and necessity for the operation of motor buses under or by virtue of the Motor Vehicle Act of the State of Indiana, now owned or held or hereafter acquired by the Corporation, and the City hereby consents to and approves the establishment and operation, under a certificate or certificates of public convenience and necessity issued by the Public Service Commission for the State of Indiana, of motor buses by the Corporation upon the above named streets and public places on which the motor buses of the Corporation are

to be operated.

Section 4. The Corporation, for the use of the City's streets in the operation of the Corporation's motor buses, agrees to pay, semi-annually on or before thirty (30) days after the first days of January and July in each year this agreement remains in effect with respect to motor buses, an amount equal to, and based on the rate of, Fifteen dollars (\$15) per annum for each motor bus of the Corporation in regular and scheduled operation in the said City of Fort Wayne (excluding those motor buses required for extra or unusual operations or as a substitute for regularly scheduled motor buses), which sum shall be determined and be paid upon the following terms and conditions:

On or before thirty (30) days after the first days of January and July, respectively, in each year this agreement remains in effect with respect to motor buses, the Corporation shall make and file with the Board of Public Works of the City and the Controller of the City, respectively, a verified report showing (1) the number of the Corporation's motor buses in regular and scheduled operation in the said City of Fort Wayne during the six (6) calendar months immediately preceding January and July, respectively, in each year; and (2) the amount due for such six (6) months' period, to be determined by multiplying the number of motor buses of the Corporation in regular and scheduled operation in the said City of Fort Wayne during such period by Seven dollars and fifty cents (\$7.50).

The Corporation, concurrently with the making and filing of said report, shall pay the Controller of the City the amount shown by said report to be due to the City for such six (6) months' period.

In case the Corporation shall default in making the aforesaid payments and such default shall continue for sixty (60) days, the City shall have the right, at its election, to terminate this agreement with respect to motor buses, by resolution duly adopted by the Common Council of the City and approved by its Mayor, and by serving a copy thereof upon the President of the Corporation.

Ten (10) years from the date hereof and each and every ten (10) years thereafter, either party hereto may, upon and by giving ninety (90) days' advance written notice, request a revision of the franchise fee for motor buses, and thereupon the parties hereto shall meet and agree upon a new franchise fee, if possible, which new fee shall become and remain in full force and effect and shall be paid by the Corporation until any other or further franchise fee revision in accordance with the provisions of this paragraph. In the event the parties are unable to agree upon a franchise fee revision within the last ninety (90) days of such ten (10) year period, then such franchise fee revision shall be submitted to a board of arbitration, which shall be composed of three (3) members to be selected within thirty (30) days after the said ninety (90) days, one of whom shall be selected by the City, one of whom shall be selected by the Corporation, and the third of whom shall be selected by the other two members. Such board of arbitration shall meet and continue sessions without unnecessary delay until a decision is reached, and, after hearing both the City and the Corporation, shall determine the franchise fee for motor buses to become effective for the ten (10) year period immediately following the ten (10) year period in which the aforesaid notice was given and for each ten (10) year period thereafter until further revised in accordance with provisions of this paragraph. The determination and decision of a majority of the said board of arbitration shall be final, conclusive and binding upon each of the parties hereto.

Section 5. The City, pursuant to the request of the Corporation, hereby consents to the abandonment by the Corporation of its street railway service rendered by electric street cars operated upon rails or tracks in, over, upon and along the streets and public places in the City of Fort Wayne, Indiana, as follows, to-wit:

On the Following  
Named Streets

State Street  
Spy Run Avenue  
Columbia Street  
Main Street  
LaFayette Street  
Jefferson Street  
Harmer Street  
Washington Blvd

Between the Following Named Streets

Spy Run Avenue	and	Randalia Drive
State Street	and	Clinton Street
Clinton Street	and	Kensington Blvd
Clinton Street	and	LaFayette Street
Main Street	and	Jefferson Street
LaFayette Street	and	Harmer Street
Jefferson Street	and	Washington Blvd
Harmer Street	and	Glasgow

On the Following  
Named Streets

Between the Following Named Streets

Lewis Street	Calhoun Street	and Anthony Blvd
Maumee Avenue	Fletcher Street	and Priv. R. of Way
Reynolds Street	Warren Street	and Summer Street
Summer Street	Reynolds Street	and Schele Avenue
Schele Avenue	Summer Street	and Edsall Avenue
Edsall Avenue	Raymond Avenue	and Schele Avenue
Calhoun Street	Pontiac Street	and Congress Street
Taylor Street	Broadway	and Ardmore Avenue
Wallace Street	Calhoun Street	and John Street
John Street	Wallace Street	and Creighton Avenue
Creighton Avenue	John Street	and Anthony Blvd

upon commencement of service rendered by trackless trolley cars over the routes to be substituted therefor in, upon and along certain of the streets and public places named in Section 1 hereof, or upon the commencement of motor bus service over the routes to be substituted therefor in, upon and along certain of the streets and public places named in Section 3 hereof, as the case may be. It is understood and agreed that the Corporation shall at no time or times in the future reestablish street railway service by means of electric street cars operated on rails or tracks in or upon any or all of the streets as in this paragraph named without the consent of the City first had and obtained.

Section 6. The City, pursuant to the request of the Corporation, hereby consents to the abandonment by the Corporation of its motor bus service rendered in, over, upon and along the streets and public places in the said City of Fort Wayne, Indiana, as follows, to-wit:

On the Following  
Named Streets

Between the Following Named Streets

State Street	St. Marys Avenue	and Highlands Blvd
Highlands Blvd	State Street	and Purdue Street
Purdue Street	Highlands Blvd	and Cambridge Blvd
Cambridge Blvd	Purdue Street	and State Street

upon commencement of motor bus service over the routes to be substituted therefor in, upon and along certain of the streets and public places named in Section 3 hereof. It is understood and agreed that the Corporation shall at no time or times in the future reestablish motor bus service in or upon any or all of the streets as in this paragraph named without the consent of the City first had and obtained.

Section 7. In the installation, maintenance, renewal and repair of the poles, supports, span wires, transmission and feeder wires, trolley wires, conduits, conductors, cables, transformers, guy wires, guy stubs and anchors, braces and other apparatus, fixtures, appliances and equipment

mentioned in Section 1 hereof, the Corporation may place, operate and maintain the same in such manner as to allow the trackless trolley cars to accomodate themselves to traffic conditions and to be operated freely over either side of the street, and shall obstruct the streets and public places to such extent only as shall be reasonably necessary; provided, however, that the Corporation shall give to the said Board of Public Works advance written notice of all new construction work (excluding maintenance and repairs) undertaken by or on behalf of the Corporation. The Corporation may make all necessary excavations and openings in the streets and other public places of the City for the purpose aforesaid, and when making such excavations and openings, shall, by signal, guards, barricades or otherwise protect the public from injury to persons and property, and shall save and hold the City harmless from all damages, costs and expenses which the City may be compelled to pay proximately caused by the carelessness or negligence of the Corporation in the construction, maintenance and operation of its trackless trolley car system and motor bus system hereby authorized. The Corporation shall restore all streets and public places opened by it for the purpose aforesaid to as nearly as practicable the same order and condition as the same were before such opening.

Section 8. Each turnout, loop and turnaround located on private property and used by the Corporation in the operation of its trackless trolley cars or motor buses shall be placed and maintained by the Corporation, at its own cost and expense, in good condition and so as to present a neat and attractive appearance in keeping with the community in which each such turnout, loop or turnaround shall be located.

Section 9. The Corporation shall keep the trackless trolley cars and motor buses clean, properly ventilated and heated, provided with

comfortable seats, efficiently lighted at night with electricity or other approved means, in good repair, and painted and decorated so as to present an attractive appearance both on the outside and inside. Each trackless trolley car and motor bus shall have thereon the name of the line or route or the point of destination, in letters of such size as may be readily seen at a reasonable distance by persons of ordinary eyesight in the daytime, and at night shall have displayed on the front end thereof the name of the line or route or point of destination, so illuminated as to be readily seen at a reasonable distance by persons of ordinary eyesight. The Corporation in the operation of its trackless trolley car system and motor bus system shall furnish reasonably adequate service and facilities.

Section 10. All of the rights, authority, privileges, franchises and permits herein and hereby granted to the Corporation, its successors and assigns, shall in no manner or degree abrogate, impair or diminish any or all of the rights, privileges, franchises and permits which the Corporation now has, or the Corporation, its successors and assigns, may have at any time or times in the future, under or pursuant to the Public Service Commission Act, the Motor Vehicle Act of the State of Indiana, or any other Act or Acts of the State of Indiana with respect to or in any way connected with the operation by the Corporation of a trackless trolley car system and/or motor bus system, and all the rights, authority, privileges, franchises and permits given, granted and provided for, by this agreement, shall supplement and be in addition to all other rights, authority, privileges, franchises and permits of the Corporation, its successors and assigns, with respect to its operation of a trackless trolley car system and/or motor bus system. This franchise agreement shall be indeterminate as to the period of its duration, except as to the right of termination by the City as provided by Section 2 and 4 hereof; provided, however, that if for any reason or cause whatsoever it shall cease to be indeterminate or shall be annulled or

become inoperative as an indeterminate franchise agreement, this agreement shall extend for and during the term of forty (40) years from and after the date of the execution of this agreement.

Section 11. The Corporation, at its own cost and expense and within four (4) years from the date hereof, shall remove such of the tracks and rails of the Corporation, together with their appurtenances, in the streets of the City, as are no longer used for street or interurban railway operations, and shall restore the spaces thus left in each such street so as to conform in condition and type of improvement to the portion of such street on either side thereof. All work in connection with such track removal and restoration of streets shall be carried on in such manner and under such conditions as shall be satisfactory to both of the parties hereto. During each year of said four (4) year period the Corporation shall remove and restore at least one-fourth ( $1/4$ ) of the total mileage of rails to be removed and streets to be restored as aforesaid. In the event that in any year of the said four (4) year period the Corporation shall remove and restore more than one-fourth ( $1/4$ ) of the total mileage of rails to be removed and street to be restored as aforesaid, such excess may be applied by the Corporation to its one-fourth requirement of track removal and street restoration for any subsequent year. In the event the Corporation shall fail to remove and restore in any one or more years of said four (4) year period, the mileage of tracks and street to be removed and restored, respectively, in such year, the City shall have the right, upon giving sixty (60) days' advance written notice to the Corporation, to remove and restore respectively such amount of track and street, at such places as the City shall determine, but at the expense of the Corporation, which Corporation upon the payment to the City of such expenses shall be entitled to receive and hold as the owner thereof all tracks, rails, ties, brick and all

other equipment, appurtenances and materials removed by the City.

Section 12. This agreement, and each and all of the terms and provisions thereof, shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns, and shall be in full force and effect from and after the date of its being approved by ordinance duly adopted by the Common Council of the City.

IN WITNESS WHEREOF, the parties hereto have executed this instrument the day and year first above written.

CITY OF FORT WAYNE, INDIANA

APPROVED AS TO FORM AND LEGALITY

By \_\_\_\_\_  
City Attorney

By \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Its Board of Public Works

ATTEST:

\_\_\_\_\_  
Clerk

\_\_\_\_\_  
Mayor

INDIANA SERVICE CORPORATION

By \_\_\_\_\_  
President

ATTEST:

\_\_\_\_\_  
Secretary

Public notice is further given that said Board of Public Works did also fix the time at which said contract shall be finally considered as the 30th day of October, 1939, at the hour of 7:30 o'clock, P. M., at the regular meeting place of said Board of Public Works in the City Hall in said City of Fort Wayne, Indiana, at which time and place a public hearing will be had and at which any taxpayer may appear and file protest against any and all of the provisions in said contract.

Robert H. Lewis  
David Lewis  
W. Johnson  
Board of Public Works of the City of  
Fort Wayne

ATTEST:

Chas. F. Huns  
Clerk.

PROOF OF PUBLICATION

STATE OF INDIANA     )  
                              ) SS.  
COUNTY OF ALLEN     )

JOHN R. MCKAY, being first duly sworn, on oath deposes and says that he is the duly authorized agent of Indiana Service Corporation, an Indiana corporation, and that on behalf of said Corporation and at the expense of said Corporation, he caused a full and complete text of the contract between the Board of Public Works of the City of Fort Wayne, in Allen County, Indiana, and the Indiana Service Corporation, together with the notice of a public hearing thereon, to be published in the Fort Wayne News-Sentinel and the Fort Wayne Journal-Gazette, respectively, on the 12th day of October, 1939 and the 19th day of October, 1939, the same being two daily newspapers of general circulation printed in the English language in Allen County, Indiana, and being indicated by the said Board of Public Works; that attached hereto, marked Exhibit "A," and Exhibit "B," respectively, are affidavits of the publishers of said newspapers, showing proof of publication in said newspapers, together with copies of the notice so published; that on the 12th day of October, 1939, he also did post copies of such contract, together with the notice of a public hearing thereon, in ten public places in said city; and that attached hereto marked Exhibit "C," is a copy of the notice posted as aforesaid in ten public places in said city and on the back thereof are listed the places where said notice was posted.

John R. McKay

Subscribed and sworn to before me this 30th day of October, A. D. 1939.

Grace K. Misner  
Notary Public

My commission expires March 18, 1943.

# PROOF OF PUBLICATION

STATE OF INDIANA, ALLEN COUNTY, SS.

In the City of Fort Wayne,.....October 27th.....A. D. 1939

Personally appeared before the undersigned, Martha L. Branning, who, being duly sworn according to law, saith that she is the Secretary-Treasurer of

The Fort Wayne News-Sentinel,

a Daily Newspaper of general circulation, printed and published in said County and State, and that the notice herewith attached was published in the said Fort Wayne

News-Sentinel in the daily edition for.....two.....times,

the first publication being on the.....12th.....

day of.....October....., 1939; the second on

the.....19th.....day of.....October., 1939

and the third on the.....day of.....

.....19.....; and the fourth on

the.....day of....., 19.....

Subscribed and Sworn To before me, this

.....27th.....day of.....October....., 1939.

Jaye L. Laudeman

Notary Public.

My Commission expires.....March 7, 1940.....

Exhibit "A"

Exhibit "A"



**The Fort Wayne  
News-Sentinel**

**No.**.....

**PROOF OF PUBLICATION**

**VS.**

**Filed**..... **19**.....

**Printer's Fee, . \$**.....

# BASE



**BELIEVE IT OR NOT**

Gehrig, who'll be 37 next June 19, was born in New York city and is a graduate of Columbia university. He joined the Yankees in 1923 and became a regular in 1925. Since he was examined at Mayo Brothers clinic, Rochester, Minn., and found to be suffering from a strange malady called "amyotrophic lateral sclerosis," Gehrig has remained in the background as a



**HAS SOLD MORE THAN 67,000 BIBLES**

By SID LIDER

NEW YORK, Oct. 11.—(U.P.)—The "Ivorys" of the city cyclone have blown out to sea, the trade winds that were bound to follow drifted across the baseball world today and found just about every club with an open stall in the ivory market.

100

Fort Wayne Journal-Gazette  
FORT WAYNE, INDIANA

No. \_\_\_\_\_

Proof of Publication

vs.

Filed \_\_\_\_\_ 193 75  
Publisher's Fee \$ 187

....., the world's great humani-	Urban .....	W. L. Pei
ouch, may go, and liberty be trad-	Liberty Center .....	2 1 000
or buying for an outfielder,	Montgomer .....	1 1 000
Detroit Tigers—Seem set on getting	Defence .....	1 1 000
ld of Greenberg, but Detroit fans	Napoleon .....	0 2 000
may be sure the Tigers' head man	..... Friday Night	
is going to get their "pound of	Winch at Montpelier	
flesh" for him, one about the	Liberty Center at Napoleon.	
	Lima Central at Defence.	

bank will wind up in Washington in exchange for Shorstop Cocl Travis, Southpaw Pitcher Ken Chase, and a handful of cash. Another possibility is Travis will go to the Tigers in exchange for Rudy York.

Brooklyn Dodgers—Having been injured with the first-division needle in the 40, they're looking at a replacement for '40. They've made bids for Medwick, and Larry MacPhail will offer second-sacker Polo Cocomartti. Another possibility is Gene Moore on the block for Jack Moore of the Giants or Debs Garms from the Boston Bees; would like Shorstop Travis Vaughn from Pittsburgh, too.

**Fort Wayne Journal-Gazette**  
FORT WAYNE, INDIANA

ARROW

If you want to look free be sure to have a good pair of shirts. Its handsome Arrow day long—though not a Always comfortable, also is Sanforized, fabric s

WOLF &  
*Men's Fur*  
STREET FLOOR—WASHINGTON

# NOTICE TO TAXPAYERS.

Public notice is hereby given that the Board of Public Works of the City of Fort Wayne, in Allen County, Indiana, desiring to enter into a contract with Indiana Service Corporation, did at a meeting of said Board of Public Works, held on the 11th day of October, 1939, determine the exact form in which said contract is to be finally adopted, which form is in words and figures, as follows:

THIS AGREEMENT, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 1939, by and between the City of Fort Wayne, in the County of Allen, Indiana, hereinafter called the "City," acting by and through its Board of Public Works, party of the first part, and Indiana Service Corporation, an Indiana corporation, hereinafter called the "Corporation," party of the second part, WITNESSETH:

WHEREAS, the Corporation has made a study of its present street railway system in the City of Fort Wayne and the use made by the traveling public of the various routes in such system, and after considering the density of passenger traffic, service to the greatest number under prevailing conditions and the present condition of its street railway system, proposes and believes it feasible, upon obtaining requisite approval of the Public Service Commission for the State of Indiana, the Securities and Exchange Commission, Washington, D. C. and the City, to institute trackless trolley car service on the streets and public places as hereinafter named in Section 1 hereof, and motor bus service on the streets and public places as hereinafter named in Section 3 hereof; and

WHEREAS, as a part of such program the Corporation is desirous of and has requested the City to grant to the Corporation the rights, authority, privileges and permits hereinafter set forth upon the terms and conditions hereinafter contained;

## NOW, THEREFORE:

Section 1. The City, pursuant to the request of the Corporation, hereby gives and grants unto the Corporation, its successors and assigns, for the purpose of common carrier transportation of passengers for hire, the right, authority, privilege and permit to locate, conduct, operate and maintain street cars of the trackless trolley type (hereinafter referred to as "trackless trolley cars"), equipped with rubber tires and operated without tracks or rails by means of electric power from overhead trolley wires, in, over, upon and along the streets and public places in the City of Fort Wayne, Indiana, as follows, to-wit:

On the Following	Named Streets	Between the Following	Named Streets
	Calhoun Street	Superior Street	and Sherwood Terrace
	Sherwood Terrace	Calhoun Street	and Calumet Avenue
	Calumet Avenue	Sherwood Terrace	and Calhoun Street
	Creighton Avenue	Broadway	and Calhoun Street
	Wallace Street	Calhoun Street	and John Street
	John Street	Wallace Street	and Creighton Avenue
	Creighton Avenue	John Street	and Anthony Blvd.
	Lewis Street	Calhoun Street	and Anthony Blvd.
	Anthony Blvd.	Lewis Street	and Wayne Trace
	Wayne Trace	Anthony Blvd.	and Warren Street
	Warren Street	New Haven Ave.	and Wayne Trace
	New Haven Ave.	Wayne Trace	and Bueter Road
	Bueter Road	New Haven Ave.	and Pontiac Street
	Jefferson Street	Calhoun Street	and Harmer Street
	Harmer Street	Jefferson Street	and Washington Blvd.
	Washington Blvd.	Harmer Street	and Wabash Avenue
	Wabash Avenue	Washington Blvd.	and Maumee Avenue
	Maumee Avenue	Wabash Avenue	and Warren Street
	Warren Street	Maumee Avenue	and Pittsburg Street
	Main Street	Broadway	and Columbia Street Bridge
	Broadway	Creighton Avenue	and Main Street
	Columbia Avenue	Bridge	and Kensington Blvd.
	Superior Street	Calhoun Street	and Spy Run Avenue
	Spy Run Avenue	Superior Street	and State Street
	State Street	Spy Run Avenue	and LeRoy Avenue
	LeRoy Avenue	State Street	and Lynn Avenue
	Lynn Avenue	Around parkway	in LeRoy Avenue
	Columbia Street	Clinton Street	and Harrison Street
	Harrison Street	Columbia Street	and Main Street
	Clinton Street	Columbia Street	and Main Street

and on each and all the streets, alleys and public places intersecting and crossing the above named streets and public places on which the trackless trolley cars of the Corporation are to be operated, with all necessary turnouts, loops and turn-arounds, and in, over, upon and along such other streets and public places in the City of Fort Wayne and portions thereof, as the said Board of Public Works may from time to time in writing permit, subject to the approval of the Common Council of the City.

The City further gives and grants unto the Corporation, its successors and assigns, the right, authority, privilege and permit to locate, construct, erect, operate, maintain, repair and renew poles, supports, span wires, transmission and feeder wires, trolley wires, conduits, conductors, cables, transformers, guy wires, guy stubs and anchors, braces and other apparatus, fixtures, appliances and equipment necessary or useful for the operation and conduct of the trackless trolley cars in, over, upon and along the streets and public places in this Section 1 named; provided, however, that the Corporation shall give to the said Board of Public Works advance written notice of all new construction work (excluding maintenance and repairs) undertaken by or on behalf of the Corporation under and pursuant to the authority in this paragraph granted to the Corporation.

The rights, authority, privileges, franchises and permits granted by this Section 1 are supplemental to, and shall in no way abrogate, impair or diminish, each and all of the rights which the Corporation now has, or may at any time or times have in the future, under or in any way connected with each and all of the indeterminate permits under or by virtue of the Public Service Commission Act for the State of Indiana, now owned or held or hereafter acquired by the Corporation.

Section 2. The Corporation, for the use of the City's streets in the operation of the Corporation's trackless trolley cars, agrees to pay, semi-annually on or before thirty (30) days after the first days of January and July in each year this agreement remains in effect with respect to trackless trolley cars, an amount equal to, and based on the rate of, Two hundred thirty-two dollars (\$232) per annum for each mile of street on which the Corporation shall operate trackless trolley cars without any regular and consistent common carrier operation of local street or interurban railway cars on rails, which sum shall be determined and be paid upon the following terms and conditions:

On or before thirty (30) days after the first days of January and July, respectively, in each year this agreement remains in effect with respect to trackless trolley cars, the Corporation shall make and file with the Board of Public Works of the City and the Controller of the City, respectively, a verified report showing (1) the number of miles of street on which the Corporation shall have operated, in and for each and every day of the six (6) calendar months immediately preceding January and July respectively in each year, its trackless trolley cars (excluding, however, all streets where local street or interurban railway cars on rails are being regularly and consistently operated in addition to trackless trolley cars); (2) the aggregate number of miles of street on which the Corporation shall have operated its trackless trolley cars during such six (6) months' period, to be determined by adding together the number of miles of street shown by said report for each and every day of such period; (3) the average number of miles of street on which the Corporation shall have operated its trackless trolley cars during such six (6) months' period, to be determined by dividing said aggregate number of miles for such period by the total number of days in such period, irrespective of whether the trackless trolley cars are operated in each and every day of such period; and (4) the amount due for such six (6) months' period, to be determined by multiplying the said average number of miles for such period by One hundred sixteen dollars (\$116).

The Corporation, concurrently with the making and filing of said report, shall pay to the Controller of the City the amount shown by said report to be due to the City for such six (6) months' period.

In case the Corporation shall default in making the aforesaid payment and such default shall continue for sixty (60) days, the City shall have the right, at its election, to terminate this agreement with respect to trackless trolley cars, by resolution duly adopted by the Common Council of the City and approved by its Mayor, and by serving a copy thereof upon the President of the Corporation.

Ten (10) years from the date hereof, and each and every ten (10) years thereafter, either party hereto may, upon and by giving at least ninety (90) days advance written notice prior to the termination of such ten (10) year period, request a revision of the franchise fee for trackless trolley cars, and thereupon the parties hereto shall meet and agree upon a new franchise fee, if possible, which new fee shall become and remain in full force and effect and shall be paid by the Corporation until any other or further franchise fee revision in accordance with the provisions of this paragraph. In the event the parties are unable to agree upon a franchise fee revision within the last ninety (90) days of such ten (10) year period, then such franchise fee revision shall be submitted to a board of arbitration, which shall be composed of three (3) members to be selected within thirty (30) days after the said ninety (90) days, one of whom shall be selected by the City, one of whom shall be selected by the Corporation, and the third of whom shall be selected by the other two members. Such board of arbitration shall meet and continue sessions without unnecessary delay until a decision is reached, and, after hearing both the City and the Corporation, shall determine the franchise fee for trackless trolley cars to become effective for the ten (10) year period immediately following the ten (10) year period in which the aforesaid notice was given and for each ten (10) year period thereafter until further revised in accordance with provisions of this paragraph. The determination and decision of a majority of the said board of arbitration shall be final, conclusive and binding upon each of the parties hereto.

Section 3. The City, pursuant to the request of the Corporation, hereby gives and grants unto the Corporation, its successors and assigns, for the purpose of common carrier transportation of passengers for hire, the right, authority, privilege and permit to locate, conduct, operate and maintain motor buses and other self-propelled or motor driven vehicles (hereinafter referred to collectively as "motor buses") in, over, upon and along the streets and public places in the City of Fort Wayne, Indiana, as follows, to-wit:

On the Following	Named Streets	Between the Following	Named Streets
	Clinton Street	State Street	and Penn Avenue
	Penn Avenue	Between Branches	of Clinton Street
	State Street	Clinton Street	and Spy Run Avenue
			and Clinton Street
			and Townsend Street
			and Stoplet Street
			and Broadway
			and Taylor Street
			and Garden Street
			Washington
			Broadway



## Program Of Training.

Officers of Fort Wayne units of the Indiana National Guard will meet at 7:30 o'clock Friday night at the Armory to outline a program of two drill nights each week instead of one.

Officers will discuss plans for an additional week of field training before the close of next year as authorized by the War Department.

Under the added drilling program, officers said, it will be necessary to revamp the present schedule of drills.

Announcement also was made that Capt. William M. Enslen Jr., of Service Company, has been appointed building superintendent at the Armory.

## Elliott Roosevelt Says FCC Order Is Not Fair

BOSTON, Oct. 19.—(A.P.)—Elliott Roosevelt, son of the President, announced today that the 10 Texas broadcasting stations he operates were resigning from the National Association of Broadcasters because of imposition of a ruling barring expressions of personal opinions on controversial issues on commercially-sponsored programs.

He also termed the ruling a "curtailment of free speech and censorship in its worst form," making this statement at a press conference prior to a speech before the Boston Life Underwriters Association.

The President's son also voiced disapproval of the Federal Communication Commission's stewardship of broadcasting stations, asserting the six-month licenses under which they operated made them "not a business, but a gamble."

Although expressing disapproval of Father Coughlin, the radio priest, because of a contention that he "fosters racial hatred," Roosevelt said he believed the priest "had a perfect right to speak."

## Chrysler Factions Are Brought To Conference

LANSING, Mich., Oct. 19.—(A.P.)—Seeking an agreement that would resolve the Michigan Labor Mediation Board brought contending factions in the tie-up of Chrysler automotive plants to a peace conference here today.

Arthur E. Raab, board chairman, said both groups were in "a belligerent" mood as discussions which have proceeded for more than a week in Detroit without result, were transferred here.

Spokesmen for Chrysler Corporation have charged that a "union-dictated slow-down strike" halted production in its plants; representatives of the CIO United Automobile Workers said it was a "lockout" instead of a strike and that the corporation "arbitrarily fired more than 100 workers who could not meet" what the union contended was an increase in speed of production lines.

## No Trace Shown Of Food Poison In Hayden Death

A preliminary report made on the analysis of the stomach content of Mrs. Ava Hayden, who died unexpectedly last week in an ambulance en route from her home at 336 West Berry Street to a hospital shows no trace of food poisoning, but there is an indication of acute gastritis, Dr. C. B. Parker, Deputy Allen County Coroner revealed today.

Pending a complete pathological report, no verdict is to be returned in the woman's death, he said.

A laboratory analysis of the stomach content of the woman was ordered after a post-mortem examination failed to show definitely what caused her death.

## Human Head Found

NEW CASTLE, Pa., Oct. 19.—(U.P.)—Hope of identifying the headless body found last Friday in dismembered "murder swap," near here, increased today with discovery of the head of the murder victim in an empty gondola car of the Pittsburgh & Lake Erie Railroad.

With no other available clues to identity of the victim, authorities had been searching for the missing head for the past six days.

## Husband Is Administrator.

Elmer E. Niswonger, Rural Route No. 8, Fort Wayne, has been appointed administrator of the estate of his wife, Julia A. Niswonger, by Judge Harry W. Muller in Superior Court No. 2. The estate of Mrs. Niswonger, who died September 8, 1939, is valued at \$400 in personal property and \$4,000 in real estate. Heirs beside the husband include three sons, Elbert E. and Edward E. Niswonger, both of Rural Route No. 8, and Joseph Niswonger, 3108 Pittsburgh Street, and one daughter, Bernice Seidner, Rural Route No. 8.

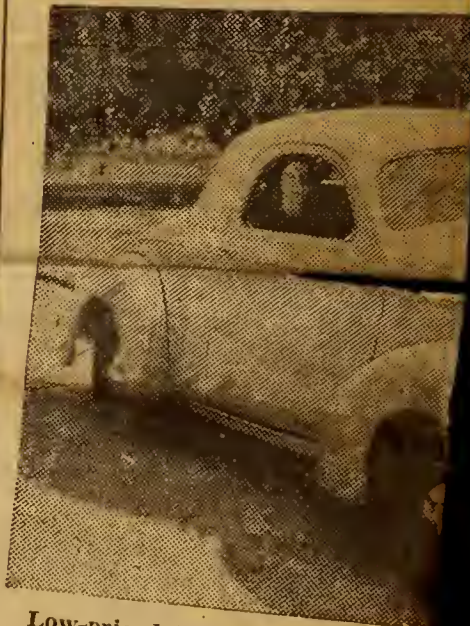
## Bishop Taken To Prison.

Thomas Bishop, 31, was taken by Sheriff Walter A. Felger and Deputy Sheriff Gerald Hawk, to the Indiana State Prison at Michigan City today, to begin serving a two to 14-year sentence imposed upon him in Circuit Court earlier in the week. Bishop was found guilty by Special Judge Louis Dunten, who was chosen to preside in the case after a change of venue had been taken by defense counsel from Judge Harry H. Hilgemann.

## Two Sue For Car Damages.

The Paul Revere Fire Insurance Company and George Allen Jr., have filed suit for \$800 judgment for damages to an automobile against Harold Pilcher in Superior Court No. 1. The insurance company claims it was obligated to pay Allen \$615 for damages to his automobile insured by the company when it was completely wrecked in a collision with a car driven by Pilcher. The accident took

## Willys Urged As "S"



Low-priced Willys seen as mean 1940 price reduced \$65 on coupe shown

Willys-Overland Motors, Inc., has introduced a new era in American automotive history! So say officials of the Bornschein Motor Sales, 432 West Main Street, distributor.

For 1940, Willys has brought out an entirely new full-sized car, styled to meet the most rigid requirements of exacting Newport or Palm Beach or Hollywood—and still within reach of the Nation's 24,000,000 families with incomes under \$2,000 a year.

Shown for the first time this week to the general public at the National Automobile Show in the Grand Central Palace in New York, the new cars are tagged with the lowest prices in history for automobiles of standard size and performance, selling as low as \$495 fob Toledo, taxes and transportation extra. Yet they have plenty of line, modern design, power and sturdiness of construction comparable to that of cars in the higher price ranges.

## Will Add Two-Car Families.

With only 800,000 American families in the two-car class today, the new Willys prices now make it possible for thousands of one-car families to "graduate" to the convenience of two cars. Economical in operation as well as in price, the 1940 models would convince many one-car owners that they can own and operate two of the new Willys for virtually the same expenditure as the one car they drive today.

The engine, mounted on four adjustable rubber supports, is of the "L" head type, developing in the passenger models 61 horsepower at 3600

of sixty (60) days after the first days of January and July, respectively, in each year this agreement remains in effect with respect to motor buses, the Corporation shall make and file with the Board of Public Works of the City and the Controller of the City, respectively, a verified report showing (1) the number of the Corporation's motor buses in regular and scheduled operation in the said City of Fort Wayne during the six (6) calendar months immediately preceding January and July, respectively, in each year; and (2) the amount due for such six (6) months' period, to be determined by multiplying the number of motor buses of the Corporation in regular and scheduled operation in the said City of Fort Wayne during such period by Seven dollars and fifty cents (\$7.50).

The Corporation, concurrently with the making and filing of said report, shall pay the Controller of the City the amount shown by said report to be due to the City for such six (6) months' period.

In case the Corporation shall default in making the aforesaid payments and such default shall continue for sixty (60) days, the City shall have the right, at its election, to terminate this agreement with respect to motor buses, by resolution duly adopted by the Common Council of the City and approved by its Mayor, and by serving a copy thereof upon the President of the Corporation.

Ten (10) years from the date hereof and each and every ten (10) years thereafter, either party hereto may upon and by giving ninety (90) days' advance written notice, request a revision of the franchise fee for motor buses, and thereupon the parties hereto shall meet and agree upon a new franchise fee, if possible, which new fee shall become and remain in full force and effect and shall be paid by the Corporation until any other or further franchise fee revision in accordance with the provisions of this paragraph. In the event the parties are unable to agree upon a franchise fee revision within the last ninety (90) days of such ten (10) year period, then such franchise fee revision shall be submitted to a board of arbitration which shall be composed of three (3) members to be selected within thirty (30) days after the said ninety (90) days, one of whom shall be selected by the City, one of whom shall be selected by the Corporation, and the third of whom shall be selected by the other two members. Such board of arbitration shall meet and continue sessions without unnecessary delay until a decision is reached, and, after hearing both the City and the Corporation, shall determine the franchise fee for motor buses to become effective for the ten (10) year period immediately following the ten (10) year period in which the aforesaid notice was given and for each ten (10) year period thereafter until further revised in accordance with provisions of this paragraph. The determination and decision of a majority of the said board of arbitration shall be final, conclusive and binding upon each of the parties hereto.

Section 5. The City, pursuant to the request of the Corporation, hereby consents to the abandonment by the Corporation of its street railway service rendered by electric street cars operated upon rails or tracks in, over, upon and along the streets and public places in the City of Fort Wayne, Indiana, as follows, to-wit:

On the Following

Named Streets  
State Street  
Spy Run Avenue  
Columbia Street  
Main Street  
LaFayette Street  
Jefferson Street  
Harmer Street  
Washington Blvd.  
Lewis Street  
Maunee Avenue  
Reynolds Street  
Summer Street  
Schels Avenue  
Edsall Avenue  
Calhoun Street  
Taylor Street  
Wallace Street  
John Street  
Creighton Avenue

Between the Following

Named Streets  
Spy Run Avenue  
State Street  
Clinton Street  
Clinton Street  
Main Street  
LaFayette Street  
Jefferson Street  
Harmer Street  
Calhoun Street  
Fletcher Street  
Warren Street  
Reynolds Street  
Summer Street  
Raymond Avenue  
Pontiac Street  
Broadway  
Calhoun Street  
Wallace Street  
John Street

and

Named Streets  
Randalla Drive  
Clinton Street  
Kensington Blvd.  
LaFayette Street  
Jefferson Street  
Harmer Street  
Washington Blvd.  
Glasgow  
Anthony Blvd.  
Priv. R. of Way  
Summer Street  
Schele Avenue  
Edsall Avenue  
Schele Avenue  
Congress Street  
Ardmore Avenue  
John Street  
Creighton Avenue  
Anthony Blvd.

upon commencement of service rendered by trackless trolley cars over the routes to be substituted therefor, in, upon and along certain of the streets and public places named in Section 1 hereof, or upon the commencement of motor bus service over the routes to be substituted therefor in, upon and along certain of the streets and public places named in Section 3 hereof, as the case may be. It is understood and agreed that the Corporation shall at no time or times in the future reestablish street railway service by means of electric street cars operated on rails or tracks in or upon any or all of the streets as in this paragraph named without the consent of the City first had and obtained.

Section 6. The City, pursuant to the request of the Corporation, hereby consents to the abandonment by the Corporation of its motor bus service rendered in, over, upon and along the streets and public places in the said City of Fort Wayne, Indiana, as follows, to-wit:

On the Following

Named Streets  
State Street  
Highlands Blvd.  
Purdue Street  
Cambridge Blvd.

Between the Following

Named Streets  
St. Marys Avenue  
State Street  
Highlands Blvd.  
Purdue Street

and

Named Streets  
Highlands Blvd.  
Purdue Street  
Cambridge Blvd.  
State Street

upon commencement of motor bus service over the routes to be substituted therefor in, upon and along certain of the streets and public places named in Section 3 hereof. It is understood and agreed that the Corporation shall at no time or times in the future reestablish motor bus service in or upon any or all of the streets as in this paragraph named without the consent of the City first had and obtained.

Section 7. In the installation, maintenance, renewal and repair of the poles, supports, span wires, transmission and feeder wires, trolley wires, conduits, conductors, cables, transformers, guy wires, guy stubs and anchors, braces and other apparatus, fixtures, appliances and equipment mentioned in Section 1 hereof, the Corporation may place, operate and maintain the same in such manner as to allow the trackless trolley cars to accommodate themselves to traffic conditions and to be operated freely over either side of the street, and shall obstruct the streets and public places to such extent only as shall be reasonably necessary; provided, however, that the Corporation shall give to the said Board of Public Works advance written notice of all new construction work (excluding maintenance and repairs) undertaken by or on behalf of the Corporation. The Corporation may make all necessary excavations and openings in the streets and other public places of the City for the purpose aforesaid, and when making such excavations and openings, shall, by signal, guards, barricades or otherwise protect the public from injury to persons and property, and shall save and hold the City harmless from all damages, costs and expenses which the City may be compelled to pay proximately caused by the carelessness or negligence of the Corporation in the construction, maintenance and operation of its trackless trolley car system and motor bus system hereby authorized. The Corporation shall restore all streets and public places opened by it for the purpose aforesaid to as nearly as practicable the same order and condition as the same were before such opening.

Section 8. Each turnout, loop and turnaround located on private property and used by the Corporation in the operation of its trackless trolley cars or motor buses shall be placed and maintained by the Corporation, at its own cost and expense, in good condition and so as to present a neat and attractive appearance in keeping with the community in which each such turnout, loop or turnaround shall be located.

Section 9. The Corporation shall keep the trackless trolley cars and motor buses clean, properly ventilated and heated, provided with comfortable seats, efficiently lighted at night with electricity or other approved means, in good repair, and painted and decorated so as to present an attractive appearance both on the outside and inside. Each trackless trolley car and motor bus shall have thereon the name of the line or route or the point of destination, in letters of such size as may be readily seen at a reasonable distance by persons of ordinary eyesight in the daytime, and at night shall have displayed on the front end thereof the name of the line or route or point of destination, so illuminated as to be readily seen at a reasonable distance by persons of ordinary eyesight. The Corporation in the operation of its trackless trolley car system and motor bus system shall furnish reasonably adequate service and facilities.

Section 10. All of the rights, authority, privileges, franchises and permits herein and hereby granted to the Corporation, its successors and assigns, shall in no manner or degree abrogate, impair or diminish any or all of the rights, privileges, franchises and permits which the Corporation now has, or the Corporation, its successors and assigns, may have at any time or times in the future, under or pursuant to the Public Service Commission Act, the Motor Vehicle Act of the State of Indiana, or any other Act or Acts of the State of Indiana with respect to or in any way connected with the operation by the Corporation of a trackless trolley car system and/or motor bus system, and all the rights, authority, privileges, franchises and permits given, granted and provided for, by this agreement, shall supplement and be in addition to all other rights, authority, privileges, franchises and permits of the Corporation, its successors and assigns with respect to its operation of a trackless trolley car system and/or motor bus system. This franchise agreement shall be indeterminate as to the period of its duration, except as to the right of termination by the City as provided by Section 2 and 4 hereof; provided, however, that if for any reason or cause whatsoever it shall cease to be indeterminate or shall be annulled or become inoperative as an indeterminate franchise agreement, this agreement shall extend for and during the term of forty (40) years from and after the date of the execution of this agreement.

Section 11. The Corporation, at its own cost and expense and within four (4) years from the date hereof, shall remove such of the tracks and rails of the Corporation, together with their appurtenances, in the streets of the City, as are no longer used for street or interurban railway operations, and shall restore the spaces thus left in each such street so as to conform in condition and type of improvement to the portion of such street on either side thereof. All work in connection with such track removal and restoration of streets shall be carried out in such manner and under such conditions as shall be satisfactory to both of the parties hereto. During each year of said four (4) year period the Corporation shall remove and restore at least one-fourth (1/4) of the total mileage of rails to be removed and streets to be restored as aforesaid. In the event that in any year of the said four (4) year period the Corporation shall remove and restore more than one-fourth (1/4) of the total mileage of rails to be removed and street to be restored as aforesaid, such excess may be applied by the Corporation to its one-fourth requirement of track removal and street restoration for any subsequent year. In the event the Corporation shall fail to remove and restore in any one or more years of said four (4) year period, the mileage of tracks and street to be removed and restored, respectively, in such year, the City shall have the right, upon giving sixty (60) days' advance written notice to the Corporation, to remove and restore respectively such amount of track and street, at such places as the City shall determine, but at the expense of the Corporation, which Corporation upon the payment to the City of such expenses shall be entitled to receive and hold as the owner thereof all tracks, rails, ties, brick and all other equipment, appurtenances and materials removed by the City.

Section 12. This agreement, and each and all of the terms and provisions hereof, shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns, and shall be in full force and effect from and after the date of its being approved by ordinance duly adopted by the Common Council of the City.

IN WITNESS WHEREOF, the parties hereto have executed this instrument this day and year first above written.

APPROVED AS TO FORM AND

LEGALITY.

CITY OF FORT WAYNE, INDIANA

By \_\_\_\_\_  
City Attorney

By \_\_\_\_\_

ATTEST:

Clerk

Its Board of Public Works

INDIANA SERVICE CORPORATION

Mayor

By \_\_\_\_\_

ATTEST:

President

Secretary

Public notice is further given that said Board of Public Works did also fix the time at which said contract shall be finally considered as the 30th day of October, 1939, at the hour of 7:30 o'clock, P.M., at the regular meeting place of said Board of Public Works in the City Hall in said City of Fort Wayne, Indiana, at which time and place a public hearing will be had and at which any taxpayer may appear and file protest against any and all of the provisions in said contract.

ROBERT G. BEAMS  
DAVID LEWIS  
JOHN H. JOHNSON

ATTEST:  
CHAS. F. HESS,  
Clerk

Board of Public Works of the City of  
Fort Wayne.

	W.	L.
Gollar's Dry Clean. Shop	5	1
Sand Point Greenhouses	4	2
Timme & Sons	2	4
Diemer & Son, Painters	1	5

#### High Games.

H. Lahrman, 174, 210.

### ST. PAUL WEDNESDAY NIGHT. (St. Paul Alleys)

#### Results Of Matches.

Eskay Dairy won two games from State Auto Insurance.  
Walton Coal Company won two games from Lutheran Aid Insurance.

#### Standings.

	W.	L.
Eskay Dairy	6	3
Walton Coal Company	6	3
Lutheran Aid Insurance	3	6
State Auto Insurance	3	6

#### 600 Series.

G. Kaiser, 612.

#### 200 Games.

F. David, 211; O. Schisman, 221; H. Adams, 206; E. Niemeyer, 200; W. Koehlinger, 217; W. Daseier, 220; G. Kaiser, 213-221.

### BUSINESS.

(N. S. Recreation Alleys)

#### Results Of Matches.

Red Bird Cigars won 2 games from Berghoff.  
Pepsi Cola won 2 games from Centlivre.

Hoff-Brau won 2 games from Eckrich Sons No. 1.

#### Standings.

	W.	L.
Eckrich Sausages No. 1	14	4
Hoff-Brau	11	7
Pepsi Cola	9	9
Berghoff	8	10
Red Bird Cigars	8	10
Centlivre	4	14

#### 200 Games.

Jones 203, Wya 205, Cox 200.

### MOTOR CARRIER.

(Community Center Alleys)

#### Results Of Matches.

H & K Motors won 3 games from F & S Transit.

Acme Atlas won 2 games from Norwalk Truck.

CCC Highway won 2 games from OIM Transit.

#### Standings.

	W.	L.
CCC Highway	13	5
Acme Atlas	13	5
F & S Transit	8	10
Norwalk Truck	7	11
H & K Motors	7	11
OIM Transit	6	12

#### 200 Game.

Voltz, 208.

### LADIES' MAJOR.

(Court Alleys.)

#### Results Of Matches.

General Hosiery won three games from Miller.

Pollak Wayns Maid Frocks won two games from Central Grill.

Wayne Paper Box won two games from Isaly's.

N. B. Putnam won two games from Wayne Dog Food.

#### Standings.

	W.	L.
General Hosiery	12	3
Isaly's	10	5
Miller Special	8	7
Central Grill	7	8
Wayne Paper Box	7	8
Pollack Wayne Maid Frocks	6	9
Wayne Dog Food	5	10
N. B. Putnam	5	10

#### High Series.

S. Scott, 160-167-195-522; Weber, 158-178-177-513; Hockemeyer, 147-165-201-513; V. Linnemeier, 180-148-186-512; Miller, 186-168-177-531; Oetting, 179-173-155-507; Rubey, 213-183-192-588; Scholsser, 192-168-153-513; McBride, 148-182-174-504; Moss, 173-157-172-503; Kessler, 177-172-202-551; Lennart, 200-138-192-528.

#### High Games.

Watson, 211; Franke, 182; K. Wilson, 177; Fink, 190; Hunt, 188-171; H. Linnemeyer, 174; Vesey, 186; Koop, 180; Kramer, 199; Hornberger, 180; Mahlan, 180; Pallone, 194; Benecke, 179; Sheets, 172.

## Harvester A.A. Names Nominees For Offices

Nominees as candidates for offices to be elected at the annual January meeting were named from the floor at the quarterly meeting of the International Harvester Wednesday night at St. Paul's Hall. More than 300 members attended to hear Charles M. Harrison, plant superintendent and chairman of the board, speak.

For president, Fred Reilman and Herbert Clemens were nominated; Adrian James, Paul McNamara and Ben Magley were named candidates for vice-president; the post of secretary will be filled by Carl Linnemeyer or Earl Schoppman, and candidates for treasurers Paul Wolf and Irvin Birkhold.

Bill Collins was master of ceremonies for a social program after the business meeting. Ward Hall, of the police traffic department, spoke concerning training of police officers.

### Plan Kicking Contest

The second annual football kicking contest for teams of the Junior Touch football league will be staged at Weiser Park Friday, October 20; Packard, Tuesday, October 24, and Hamilton, Friday, October 27. Charms, donated by Foster Moore, will be given winning team and the entire contest will be under the recreation leaders of the Works Project Administration. At the present time, 18 junior teams are playing touch football every week in Weisser, Packard and Hamilton Parks.

Philadelphia in 1828 had in its prisons 1,085 debtors for debts totalling \$26,400, and in 1828

you can bet your last dollar that Galento's will be just that. With Mae West and W. C. Fields in his supporting cast, the Barrymore of the beer barrels is a 1 to 10 cinch to outdo all the Munis, Tracys, Gabies and Donats, because not since Rin Tin Tin was at the height of his glory has Hollywood seen an actor with the emotional range of Galento.

Those of us who have been watching Galento for the past 10 years or so know that he can run the gamut of emotions as easily as Man O'War ever did the mile and a quarter. In his four-act drama with Joe Louis, for example, Galento flashed every human feeling. In the first act, he gave a vivid portrayal of scorn and braggadoccio.

#### Face Was A Study.

In the second his face was a study in caution and surprise.

In the third, he rose to supreme heights to thrill the spectators with a masterful show of courage and recklessness. And in the fourth, without the use of make-up, and without the use of speech, he became an old, old man, beaten and worn, and ready to die.

In fewer than 12 minutes Galento went from a strong, healthy man, in full possession of his mental and physical faculties, to an old tired, and completely wrecked human being. Of course, he had the full co-operation of Louis, one of the best straight (right) men in the show business.

The report from Hollywood is that the script for Tony's picture calls for him to have his biggest scene in a saloon setting. Whether he will play the bartender, the bouncer, or a customer is not known, but it is believed that the director, once he has seen Tony working on a tankard of ale, will cast him in the role of the customer. As a customer, whose business it is to drink beer, Galento will be sensational, terrific, magnificent and slightly colossal. There may be actors in Hollywood capable of giving a better performance at the bar than Galento, but they would be character actors. And Tony would just be himself.

#### Not Out Of Place.

Of course, he wouldn't be out of place as the bartender or the bouncer. He performs both duties in real life in his pub in New Jersey, and critics who have seen him draw one light or pop a trouble-maker on the noggin say that he is more than adequate.

Galento will be accompanied to Hollywood by Jos Jacobs, a director of the old school. I wouldn't be surprised if Jacobs hasn't directed more farces than any other man in the business.

Lights! Cut!

### County League To Meet

The first organization meeting of the Allen County Basketball League will be held at the Main Auto Supply Company Tuesday, October 24, at 7:30 p.m. Ten teams, formed the league last year and most of the teams will be back this year with several newcomers. All team managers or sponsors interested are invited to attend and for additional information should call Wayne Lambert, A-58054.

## Eddie Cantor Is Happy; There's A Boy In The Family

'HOLLYWOOD, Oct. 19.—(U.P.)—There's a boy, at last, in the Cantor family.

And Grandpa Eddio Cantor was so excited and incredulous he telephoned the hospital twice, all the way from Boston, to be sure some one wasn't kidding him.

The boy, a husky chap of 8 pounds, 9 ounces, was born last night to Mrs. Natalie Metzger, 22-year-old daughter of the comedian, who has five girls, and to his sorrow, no boys.

Cantor's failure to produce the son he so much desires is a Hollywood legend. He has yearned publicly for a boy, and even made comic quips on the matter.

Cantor's grandson was born after a Caesarian section performed by Dr. Irving Leroy Ress at Cedars of Lebanon Hospital. Dr. Ress said mother and child are "doing splendidly."

## Four Central Hi-Y Boys At Convention

Four members of the Central Hi-Y Club, accompanied by C. G. Leonard, boys' work secretary of the Young Men's Christian Association, left today for Chapman, Kan., to attend the national observance of the founding of the first Hi-Y club. Club representatives from all over the United States and Canada are meeting in Chapman this week end to commemorate the fiftieth anniversary of the organization of the Hi-Y movement at that place in 1889.

Representatives of the Central Hi-Y who are attending this national conference are Kenneth Ahlersmeyer, Bob Floyd, Rex Hartup and Eugene Meier. The party expects to return to Fort Wayne Sunday or Monday.

Indiana will be represented by eight delegates with Fort Wayne having the largest individual representation. Merle Carver, state boys' work secretary of the Indiana YMCA, also will attend.

The seven Fort Wayne Hi-Y and Torch clubs will observe the fiftieth anniversary

NOTICE TO TAXPAYERS (LEGAL NOTICE) AS APPEARING  
ON THE REVERSE SIDE OF THIS SHEET WERE POSTED AT  
SPECIFIC LOCATIONS AS FOLLOWS:

1. On the bulletin board at the east entrance of the Allen County Court House.
2. On the bulletin board just outside the Controller's office at the City Hall.
3. On the bulletin board at the northerly end of the corridor in the United States Court House and Post Office.
4. On a City light and power pole at the southwest corner of State Street and Spy Run Avenue.
5. On Indiana Service Corporation pole No. 1918 located at the southeast corner of Anthony and Washington Boulevards.
6. On a City pole at the northeast corner of Creighton Avenue and Calhoun Street.
7. On Indiana Service Corporation railway pole at the southeast corner of South Wayne Avenue and Rudisill Boulevard.
8. On Indiana Service Corporation pole 3964 near the intersection of Wells and Huffman Streets on the east side and just north of Huffman Street.
9. On Indiana Service Corporation railway pole on the south side of Main Street where the east line of Runnion Avenue intersects the same.
10. On Indiana Service Corporation pole 2868 located at the southeast corner of Anthony Boulevard and Pontiac Street.

THIS AGREEMENT, made and entered into this 30<sup>th</sup> day of October, 1939, by and between the City of Fort Wayne, in the County of Allen, Indiana, hereinafter called the "City", acting by and through its Board of Public Works, party of the first part; and Indiana Service Corporation, an Indiana corporation, hereinafter called the "Corporation", party of the second part, WITNESSETH:

WHEREAS, the Corporation has made a study of its present street railway system in the City of Fort Wayne and the use made by the traveling public of the various routes in such system, and after considering the density of passenger traffic, service to the greatest number under prevailing conditions and the present condition of its street railway system, proposes and believes it feasible, upon obtaining requisite approval of the Public Service Commission for the State of Indiana, the Securities and Exchange Commission, Washington, D. C. and the City, to institute trackless trolley car service on the streets and public places as hereinafter named in Section 1 hereof, and motor bus service on the streets and public places as hereinafter named in Section 3 hereof; and

WHEREAS, as a part of such program the Corporation is desirous of and has requested the City to grant to the Corporation the rights, authority, privileges and permits hereinafter set forth upon the terms and conditions hereinafter contained;

NOW, THEREFORE:

Section 1. The City, pursuant to the request of the Corporation, hereby gives and grants unto the Corporation, its successors and assigns, for the purpose of common carrier transportation of passengers for hire, the right, authority, privilege and permit to locate, conduct, operate and maintain street cars of the trackless trolley type (hereinafter referred to as "trackless trolley cars"), equipped with rubber tires and operated without tracks or rails by means of electric power from overhead trolley wires, in, over, upon and along the streets and public places in the City of Fort Wayne, Indiana, as follows, to-wit:

On the Following  
Named Streets

Between the Following Named Streets

Calhoun Street	Superior Street	and	Sherwood Terrace
Sherwood Terrace	Calhoun Street	and	Calumet Avenue
Calumet Avenue	Sherwood Terrace	and	Calhoun Street
Creighton Avenue	Broadway	and	Calhoun Street
Wallace Street	Calhoun Street	and	John Street
John Street	Wallace Street	and	Creighton Avenue
Creighton Avenue	John Street	and	Anthony Blvd
Lewis Street	Calhoun Street	and	Anthony Blvd
Anthony Blvd	Lewis Street	and	Wayne Trace
Wayne Trace	Anthony Blvd	and	Warren Street
Warren Street	New Haven Ave	and	Wayne Trace
New Haven Ave	Wayne Trace	and	Bueter Road
Bueter Road	New Haven Ave	and	Pontiac Street
Jefferson Street	Calhoun Street	and	Harmer Street
Harmer Street	Jefferson Street	and	Washington Blvd
Washington Blvd	Harmer Street	and	Wabash Avenue
Wabash Avenue	Washington Blvd	and	Maumee Avenue
Maumee Avenue	Wabash Avenue	and	Warren Street
Warren Street	Maumee Avenue	and	Pittsburg Street
Main Street	Broadway	and	Columbia Street Bridge
Broadway	Creighton Avenue	and	Main Street
Columbia Avenue	Bridge	and	Kensington Blvd
Superior Street	Calhoun Street	and	Spy Run Avenue
Spy Run Avenue	Superior Street	and	State Street
State Street	Spy Run Avenue	and	LeRoy Avenue
LeRoy Avenue	State Street	and	Lynn Avenue
Lynn Avenue	Around parkway	in	LeRoy Avenue
Columbia Street	Clinton Street	and	Harrison Street
Harrison Street	Columbia Street	and	Main Street
Clinton Street	Columbia Street	and	Main Street

and on each and all the streets, alleys and public places intersecting and crossing the above named streets and public places on which the trackless trolley cars of the Corporation are to be operated, with all necessary turnouts, loops and turnarounds, and in, over, upon and along such other streets and public places in the City of Fort Wayne and portions thereof, as the said Board of Public Works may from time to time in writing permit, subject to the approval of the Common Council of the City.

The City further gives and grants unto the Corporation, its successors and assigns, the right, authority, privilege and permit to locate, construct, erect, operate, maintain, repair and renew poles, supports, span wires, transmission and feeder wires, trolley wires, conduits, conductors, cables, transformers, guy wires, guy stubs and anchors, braces and other apparatus, fixtures, appliances and equipment necessary or useful for the

operation and conduct of the trackless trolley cars in, over, upon and along the streets and public places in this Section 1 named; provided, however, that the Corporation shall give to the said Board of Public Works advance written notice of all new construction work (excluding maintenance and repairs) undertaken by or on behalf of the Corporation under and pursuant to the authority in this paragraph granted to the Corporation.

The rights, authority, privileges, franchises and permits granted by this Section 1 are supplemental to, and shall in no way abrogate, impair or diminish, each and all of the rights which the Corporation now has, or may at any time or times have in the future, under or in any way connected with each and all of the indeterminate permits under or by virtue of the Public Service Commission Act for the State of Indiana, now owned or held or hereafter acquired by the Corporation.

Section 2. The Corporation, for the use of the City's streets in the operation of the Corporation's trackless trolley cars, agrees to pay, semi-annually on or before thirty (30) days after the first days of January and July in each year this agreement remains in effect with respect to trackless trolley cars, an amount equal to, and based on the rate of, Two hundred thirty-two dollars (\$232) per annum for each mile of street on which the Corporation shall operate trackless trolley cars without any regular and consistent common carrier operation of local street or interurban railway cars on rails, which sum shall be determined and be paid upon the following terms and conditions:

On or before thirty (30) days after the first days of January and July, respectively, in each year this agreement remains in effect with respect to trackless trolley cars, the Corporation shall make and file with the Board of Public Works of the City and the Controller of the City, respectively, a verified report showing (1) the number of miles of street on which the Corporation shall have operated, in and for each and every day of the six (6) calendar months immediately preceding January and July respectively in each year, its trackless trolley cars (excluding, however,

all streets where local street or interurban railway cars on rails are being regularly and consistently operated in addition to trackless trolley cars); (2) the aggregate number of miles of street on which the Corporation shall have operated its trackless trolley cars during such six (6) months' period, to be determined by adding together the number of miles of street shown by said report for each and every day of such period; (3) the average number of miles of street on which the Corporation shall have operated its trackless trolley cars during such six (6) months' period, to be determined by dividing said aggregate number of miles for such period by the total number of days in such period, irrespective of whether the trackless trolley cars are operated in each and every day of such period; and (4) the amount due for such six (6) months' period, to be determined by multiplying the said average number of miles for such period by One hundred sixteen dollars (\$116).

The Corporation, concurrently with the making and filing of said report, shall pay to the Controller of the City the amount shown by said report to be due to the City for such six (6) months' period.

In case the Corporation shall default in making the aforesaid payment and such default shall continue for sixty (60) days, the City shall have the right, at its election, to terminate this agreement with respect to trackless trolley cars, by resolution duly adopted by the Common Council of the City and approved by its Mayor, and by serving a copy thereof upon the President of the Corporation.

Ten (10) years from the date hereof, and each and every ten (10) years thereafter, either party hereto may, upon and by giving at least ninety (90) days advance written notice prior to the termination of such ten (10) year period, request a revision of the franchise fee for trackless trolley cars, and thereupon the parties hereto shall meet and agree upon a new franchise fee, if possible, which new fee shall become and remain in full force and effect and shall be paid by the Corporation until any other or further franchise fee revision in accordance with the provisions of this paragraph. In the event the parties are unable to agree upon

a franchise fee revision within the last ninety (90) days of such ten (10) year period, then such franchise fee revision shall be submitted to a board of arbitration, which shall be composed of three (3) members to be selected within thirty (30) days after the said ninety (90) days, one of whom shall be selected by the City, one of whom shall be selected by the Corporation, and the third of whom shall be selected by the other two members. Such board of arbitration shall meet and continue sessions without unnecessary delay until a decision is reached, and, after hearing both the City and the Corporation, shall determine the franchise fee for trackless trolley cars to become effective for the ten (10) year period immediately following the ten (10) year period in which the aforesaid notice was given and for each ten (10) year period thereafter until further revised in accordance with provisions of this paragraph. The determination and decision of a majority of the said board of arbitration shall be final, conclusive and binding upon each of the parties hereto.

Section 3. The City, pursuant to the request of the Corporation, hereby gives and grants unto the Corporation, its successors and assigns, for the purpose of common carrier transportation of passengers for hire, the right, authority, privilege and permit to locate, conduct, operate and maintain motor buses and other self-propelled or motor driven vehicles (hereinafter referred to collectively as "motor buses") in, over, upon and along the streets and public places in the City of Fort Wayne, Indiana, as follows, to-wit:

On the Following  
Named Streets

Between the Following Named Streets

Clinton Street	State Street	and	Penn Avenue
Penn Avenue	Between Branches	of	Clinton Street
State Street	Clinton Street	and	Spy Run Avenue
Spy Run Avenue	State Street	and	Clinton Street
Taylor Street	Broadway	and	Townsend Street
Nelson Street	Taylor Street	and	Stophlet Street
Stophlet Street	Nelson Street	and	Broadway
Broadway	Stophlet Street	and	Taylor Street
Jefferson Street	Broadway	and	Garden Street
Van Buren Street	Jefferson Street	and	Washington Blvd
Washington Blvd	Van Buren Street	and	Broadway
Broadway	Washington Blvd	and	Jefferson Street
Wells Street	Huffman Street	and	State Street
State Street	Wells Street	and	St. Marys Avenue
St. Marys Avenue	State Street	and	Goshen Avenue
Goshen Avenue	St. Marys Avenue	and	Sherman Blvd
Sherman Blvd	Goshen Avenue	and	State Street

and on each and all of the streets, alleys and public places intersecting and crossing the above named streets and public places on which the motor buses of the Corporation are to be operated, with all necessary turnouts, loops and turnarounds and such temporary variations from the above named streets, or any of them as may from time to time be required to meet emergencies or unusual conditions, and in, over, upon and along such other streets and public places in the said City of Fort Wayne, and portions thereof, as the said Board of Public Works may from time to time in writing permit, subject to the approval of the Common Council of the City.

The rights, authority, privileges, franchises and permits granted by this Section 3 are supplemental to, and shall in no way abrogate, impair or diminish, each and all of the rights which the Corporation now has, or may at any time or times have in the future, under or in any way connected with each and all of the certificates of public convenience and necessity for the operation of motor buses under or by virtue of the Motor Vehicle Act of the State of Indiana, now owned or held or hereafter acquired by the Corporation, and the City hereby consents to and approves the establishment and operation, under a certificate or certificates of public convenience and necessity issued by the Public Service Commission for the State of Indiana, of motor buses by the Corporation upon the above named streets and public places on which the motor buses of the Corporation are

to be operated.

Section 4. The Corporation, for the use of the City's streets in the operation of the Corporation's motor buses, agrees to pay, semi-annually on or before thirty (30) days after the first days of January and July in each year this agreement remains in effect with respect to motor buses, an amount equal to, and based on the rate of, Fifteen dollars (\$15) per annum for each motor bus of the Corporation in regular and scheduled operation in the said City of Fort Wayne (excluding those motor buses required for extra or unusual operations or as a substitute for regularly scheduled motor buses), which sum shall be determined and be paid upon the following terms and conditions:

On or before thirty (30) days after the first days of January and July, respectively, in each year this agreement remains in effect with respect to motor buses, the Corporation shall make and file with the Board of Public Works of the City and the Controller of the City, respectively, a verified report showing (1) the number of the Corporation's motor buses in regular and scheduled operation in the said City of Fort Wayne during the six (6) calendar months immediately preceding January and July, respectively, in each year; and (2) the amount due for such six (6) months' period, to be determined by multiplying the number of motor buses of the Corporation in regular and scheduled operation in the said City of Fort Wayne during such period by Seven dollars and fifty cents (\$7.50).

The Corporation, concurrently with the making and filing of said report, shall pay the Controller of the City the amount shown by said report to be due to the City for such six (6) months' period.

In case the Corporation shall default in making the aforesaid payments and such default shall continue for sixty (60) days, the City shall have the right, at its election, to terminate this agreement with respect to motor buses, by resolution duly adopted by the Common Council of the City and approved by its Mayor, and by serving a copy thereof upon the President of the Corporation.

Ten (10) years from the date hereof and each and every ten (10) years thereafter, either party hereto may, upon and by giving ninety (90) days' advance written notice, request a revision of the franchise fee for motor buses, and thereupon the parties hereto shall meet and agree upon a new franchise fee, if possible, which new fee shall become and remain in full force and effect and shall be paid by the Corporation until any other or further franchise fee revision in accordance with the provisions of this paragraph. In the event the parties are unable to agree upon a franchise fee revision within the last ninety (90) days of such ten (10) year period, then such franchise fee revision shall be submitted to a board of arbitration, which shall be composed of three (3) members to be selected within thirty (30) days after the said ninety (90) days, one of whom shall be selected by the City, one of whom shall be selected by the Corporation, and the third of whom shall be selected by the other two members. Such board of arbitration shall meet and continue sessions without unnecessary delay until a decision is reached, and, after hearing both the City and the Corporation, shall determine the franchise fee for motor buses to become effective for the ten (10) year period immediately following the ten (10) year period in which the aforesaid notice was given and for each ten (10) year period thereafter until further revised in accordance with provisions of this paragraph. The determination and decision of a majority of the said board of arbitration shall be final, conclusive and binding upon each of the parties hereto.

Section 5. The City, pursuant to the request of the Corporation, hereby consents to the abandonment by the Corporation of its street railway service rendered by electric street cars operated upon rails or tracks in, over, upon and along the streets and public places in the City of Fort Wayne, Indiana, as follows, to-wit:

On the Following  
Named Streets

State Street  
Spy Run Avenue  
Columbia Street  
Main Street  
LaFayette Street  
Jefferson Street  
Harmer Street  
Washington Blvd

Between the Following Named Streets

Spy Run Avenue	and	Randalia Drive
State Street	and	Clinton Street
Clinton Street	and	Kensington Blvd
Clinton Street	and	LaFayette Street
Main Street	and	Jefferson Street
LaFayette Street	and	Harmer Street
Jefferson Street	and	Washington Blvd
Harmer Street	and	Glasgow

On the Following  
Named Streets

Between the Following Named Streets

Lewis Street	Calhoun Street	and Anthony Blvd
Maumee Avenue	Fletcher Street	and Priv. R. of Way
Reynolds Street	Warren Street	and Summer Street
Summer Street	Reynolds Street	and Schele Avenue
Schele Avenue	Summer Street	and Edsall Avenue
Edsall Avenue	Raymond Avenue	and Schele Avenue
Calhoun Street	Pontiac Street	and Congress Street
Taylor Street	Broadway	and Ardmore Avenue
Wallace Street	Calhoun Street	and John Street
John Street	Wallace Street	and Creighton Avenue
Creighton Avenue	John Street	and Anthony Blvd

upon commencement of service rendered by trackless trolley cars over the routes to be substituted therefor in, upon and along certain of the streets and public places named in Section 1 hereof, or upon the commencement of motor bus service over the routes to be substituted therefor in, upon and along certain of the streets and public places named in Section 3 hereof, as the case may be. It is understood and agreed that the Corporation shall at no time or times in the future reestablish street railway service by means of electric street cars operated on rails or tracks in or upon any or all of the streets as in this paragraph named without the consent of the City first had and obtained.

Section 6. The City, pursuant to the request of the Corporation, hereby consents to the abandonment by the Corporation of its motor bus service rendered in, over, upon and along the streets and public places in the said City of Fort Wayne, Indiana, as follows, to-wit:

On the Following  
Named Streets

Between the Following Named Streets

State Street	St. Marys Avenue	and Highlands Blvd
Highlands Blvd	State Street	and Purdue Street
Purdue Street	Highlands Blvd	and Cambridge Blvd
Cambridge Blvd	Purdue Street	and State Street

upon commencement of motor bus service over the routes to be substituted therefor in, upon and along certain of the streets and public places named in Section 3 hereof. It is understood and agreed that the Corporation shall at no time or times in the future reestablish motor bus service in or upon any or all of the streets as in this paragraph named without the consent of the City first had and obtained.

Section 7. In the installation, maintenance, renewal and repair of the poles, supports, span wires, transmission and feeder wires, trolley wires, conduits, conductors, cables, transformers, guy wires, guy stubs and anchors, braces and other apparatus, fixtures, appliances and equipment

mentioned in Section 1 hereof, the Corporation may place, operate and maintain the same in such manner as to allow the trackless trolley cars to accommodate themselves to traffic conditions and to be operated freely over either side of the street, and shall obstruct the streets and public places to such extent only as shall be reasonably necessary; provided, however, that the Corporation shall give to the said Board of Public Works advance written notice of all new construction work (excluding maintenance and repairs) undertaken by or on behalf of the Corporation. The Corporation may make all necessary excavations and openings in the streets and other public places of the City for the purpose aforesaid, and when making such excavations and openings, shall, by signal, guards, barricades or otherwise protect the public from injury to persons and property, and shall save and hold the City harmless from all damages, costs and expenses which the City may be compelled to pay proximately caused by the carelessness or negligence of the Corporation in the construction, maintenance and operation of its trackless trolley car system and motor bus system hereby authorized. The Corporation shall restore all streets and public places opened by it for the purpose aforesaid to as nearly as practicable the same order and condition as the same were before such opening.

Section 8. Each turnout, loop and turnaround located on private property and used by the Corporation in the operation of its trackless trolley cars or motor buses shall be placed and maintained by the Corporation, at its own cost and expense, in good condition and so as to present a neat and attractive appearance in keeping with the community in which each such turnout, loop or turnaround shall be located.

Section 9. The Corporation shall keep the trackless trolley cars and motor buses clean, properly ventilated and heated, provided with

comfortable seats, efficiently lighted at night with electricity or other approved means, in good repair, and painted and decorated so as to present an attractive appearance both on the outside and inside. Each trackless trolley car and motor bus shall have thereon the name of the line or route or the point of destination, in letters of such size as may be readily seen at a reasonable distance by persons of ordinary eyesight in the daytime, and at night shall have displayed on the front end thereof the name of the line or route or point of destination, so illuminated as to be readily seen at a reasonable distance by persons of ordinary eyesight. The Corporation in the operation of its trackless trolley car system and motor bus system shall furnish reasonably adequate service and facilities.

Section 10. All of the rights, authority, privileges, franchises and permits herein and hereby granted to the Corporation, its successors and assigns, shall in no manner or degree abrogate, impair or diminish any or all of the rights, privileges, franchises and permits which the Corporation now has, or the Corporation, its successors and assigns, may have at any time or times in the future, under or pursuant to the Public Service Commission Act, the Motor Vehicle Act of the State of Indiana, or any other Act or Acts of the State of Indiana with respect to or in any way connected with the operation by the Corporation of a trackless trolley car system and/or motor bus system, and all the rights, authority, privileges, franchises and permits given, granted and provided for, by this agreement, shall supplement and be in addition to all other rights, authority, privileges, franchises and permits of the Corporation, its successors and assigns, with respect to its operation of a trackless trolley car system and/or motor bus system. This franchise agreement shall be indeterminate as to the period of its duration, except as to the right of termination by the City as provided by Section 2 and 4 hereof; provided, however, that if for any reason or cause whatsoever it shall cease to be indeterminate or shall be annulled or

become inoperative as an indeterminate franchise agreement, this agreement shall extend for and during the term of forty (40) years from and after the date of the execution of this agreement.

Section 11. The Corporation, at its own cost and expense and within four (4) years from the date hereof, shall remove such of the tracks and rails of the Corporation, together with their appurtenances, in the streets of the City, as are no longer used for street or interurban railway operations, and shall restore the spaces thus left in each such street so as to conform in condition and type of improvement to the portion of such street on either side thereof. All work in connection with such track removal and restoration of streets shall be carried on in such manner and under such conditions as shall be satisfactory to both of the parties hereto. During each year of said four (4) year period the Corporation shall remove and restore at least one-fourth ( $1/4$ ) of the total mileage of rails to be removed and streets to be restored as aforesaid. In the event that in any year of the said four (4) year period the Corporation shall remove and restore more than one-fourth ( $1/4$ ) of the total mileage of rails to be removed and street to be restored as aforesaid, such excess may be applied by the Corporation to its one-fourth requirement of track removal and street restoration for any subsequent year. In the event the Corporation shall fail to remove and restore in any one or more years of said four (4) year period, the mileage of tracks and street to be removed and restored, respectively, in such year, the City shall have the right, upon giving sixty (60) days' advance written notice to the Corporation, to remove and restore respectively such amount of track and street, at such places as the City shall determine, but at the expense of the Corporation, which Corporation upon the payment to the City of such expenses shall be entitled to receive and hold as the owner thereof all tracks, rails, ties, brick and all

other equipment, appurtenances and materials removed by the City.

Section 12. This agreement, and each and all of the terms and provisions thereof, shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns, and shall be in full force and effect from and after the date of its being approved by ordinance duly adopted by the Common Council of the City.

IN WITNESS WHEREOF, the parties hereto have executed this instrument the day and year first above written.

CITY OF FORT WAYNE, INDIANA

APPROVED AS TO FORM AND LEGALITY

By Walter E. Helmke  
City Attorney

By Robert H. Beams  
David Lewis  
J. H. Johnson  
Its Board of Public Works

ATTEST:

Chas. F. Hurst  
Clerk

W. H. Baugh  
Mayor

INDIANA SERVICE CORPORATION

By William A. Dill  
President

ATTEST:

W. H. Shearon  
Secretary

TRACTION LIGHT  
INDIANA *Service* CORPORATION

UTILITY BUILDING  
FORT WAYNE, INDIANA

November 10, 1939

Mr. Chas. F. Hess, Secretary  
Board of Public Works  
FORT WAYNE, INDIANA

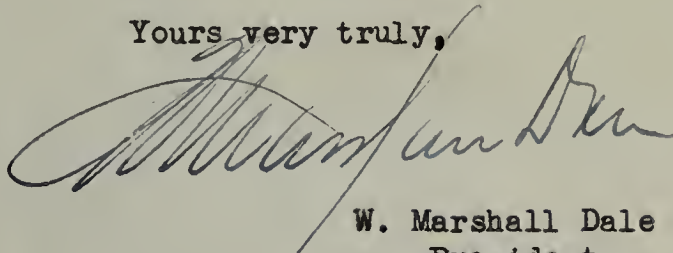
Dear Mr. Hess:

I have for acknowledgment your letter of November 8 in which you advise that you have received a letter addressed to the City Council of Fort Wayne and dated November 3, 1939, accompanied by a petition signed by 110 real estate owners in the neighborhood of Wallace, Lafayette and Buchanan Streets. The petition requests the Board to seek passage of a resolution providing for the changing of the course of the East Creighton Avenue car line as follows: Turn south at the corner of Wallace and Lafayette on Lafayette to Buchanan; east on Buchanan to John Street, connecting with the regular line.

I recall that a number of people from this section of the city made requests for the rerouting of this service at the public hearing conducted by the Board of Public Works and again at the hearing conducted by the City Council. These people were told that the suggestion had considerable merit and that the company would take into consideration the plan which had been proposed.

There will be trackless trolley service on Wallace Street on the E. Creighton Avenue line to Anthony Boulevard. To make such a change in the overhead structures to provide for service along the routes mentioned in the petition would involve a considerable amount of money. Our thought in connection with this rerouting is to carry out the plan as is now proposed, following the old car line, to determine whether or not this type of service in this section of the city is feasible. If not, then we will consider, as we have agreed to do, the rerouting of this service to conform as nearly as possible with the rerouting suggested in the petition you have received.

Yours very truly,



W. Marshall Dale  
President

WMD:M  
cc: Mr. J.R. McKay

Fort Wayne Indiana  
3421 Parnell avenue  
October 30, 1939.

City Council of Fort Wayne

Gentlemen: Wish to add a plea for some sort of bus or trolley service for community north of State Street which lies between the State Street car line and Parnell avenue extended line Thirteen.

Many people like my family are a mile from State Street. We have been very grateful for the service rendered by number thirteen tho it has never been adequate for many people due to location and poor track.

If Fort Wayne is to spread out and build up why not give consideration to this end of town which is one of the very nicest communities in which to live?

Why hamper further development by allowing the Traction Company to remove transportation?

Mrs. Len Parker.

# P E T I T I O N

Fort Wayne, Indiana ~~March 10, 1939~~ 3rd, 1939

TO THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE:

GENTLEMEN:

The undersigned, owners of real estate on \_\_\_\_\_

\_\_\_\_\_, from \_\_\_\_\_, to

\_\_\_\_\_ respectfully petition for the

passage of a resolution providing for the **changing of the course of the East Wreighton Avenue car line as follows: Turn South at the corner of Wallace and Lafayette on Lafayette to Buchanan; East on Buchanan to John Street connecting with the regular line.**

NAME

ADDRESS

<i>J. C. Anderson</i>	<i>2125 - Lafayette</i>
<i>Wm. H. Anderson</i>	<i>2107 St. Lafayette</i>
<i>Wm. H. Anderson</i>	<i>—</i>
<i>John A. Anderson</i>	<i>2101 Lafayette</i>
<i>Everett Litchfield</i>	<i>2115 Lafayette St</i>
<i>Julian Litchfield</i>	<i>" "</i>
<i>Anna Litchfield</i>	<i>2125 Lafayette St</i>
<i>Margaret (P) Brown</i>	<i>2125 Lafayette</i>
<i>L. J. Harnes</i>	<i>2129 Lafayette St</i>
<i>Mrs W. J. Loos</i>	<i>2135 1/2 Lafayette St</i>
<i>Mrs W. J. Loos</i>	<i>2135 1/2 Lafayette St</i>
<i>Mary Loos</i>	<i>2133 Lafayette St</i>
<i>Elizabeth Hutchinson</i>	<i>2133 Lafayette St</i>
<i>Mr Ed Hall,</i>	<i>2133 1/2 Lafayette St</i>
<i>Mr Elmer Newhouse</i>	<i>2133 Lafayette St</i>
<i>L. J. Brooks</i>	<i>441 - Buchanan St</i>
<i>J. C. Anderson</i>	<i>2125 Lafayette</i>
<i>J. C. Anderson</i>	<i>2125 Lafayette</i>
<i>Monty Curry</i>	<i>2023 Lafayette St</i>
<i>Roseella O'Loughlin</i>	<i>2110 Lafayette St</i>

# P E T I T I O N

Fort Wayne, Indiana

November 3rd, 1939

TO THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE:

GENTLEMEN:

The undersigned, owners of real estate on \_\_\_\_\_, from \_\_\_\_\_, to \_\_\_\_\_, respectfully petition for the

passage of a resolution providing for the changing of the course of the East Creighton Avenue car line as follows: Turn South at the corner of Wallace and Lafayette on Lafayette to Buchanan; East on Buchanan to John Street connecting with the regular line.

NAME

ADDRESS

William J. McBurnett	2118 Lafayette
Margaret A. McBurnett	2118 Lafayette
Francis J. O'Loughlin	2110 Lafayette
Arthur Knoll	2110 1/2 Lafayette St
Bob. Knoll	2110 1/2 Lafayette St
Georgia Knoll	2110 1/2 Lafayette St
Alice Knoll	2110 1/2 Lafayette St
Blagoy Spoff	2035 Lafayette
A. J. Russell	2033 Lafayette
Edward G. Loop	2025 Lafayette St
Joseph Saltst	405 Buchanan St
Ernest Helmer	2019 Lafayette
Arthur W. Wynn	2105 1/2 Lafayette
Arthur W. Wynn	2105 1/2 Lafayette
J. P. Mallet	2017 Lafayette St
Maurice Baze	2017 Lafayette St
Edna D. McKinnon	2013 Lafayette St
H. C. McKinnon	2013 Lafayette St
Mr. Lawson	2011 Lafayette St
Pauline	2011 Lafayette St
H. J. Fox	2007 Lafayette St
Miss John	
Miss Emma Johnson	2005 Lafayette St

(Avis)



Edward Engstrom 448 La Salle St  
Frank Wagoner 1917 Lafayette

Oliver H Brown 1909 Lafayette  
Oliver Brown

Walter McClellan 1905 Lafayette

Bertie Linder 1913 Lafayette

Raymond Linder 1915 Lafayette

William R. Linder 1906 Lafayette St

Mrs. Mary Russell 1825 Lafayette St

Mrs. H. L. Linder 1825 Lafayette St

Mrs. L. L. Linder 1825 Lafayette St

Mrs. L. L. Linder 1825 Lafayette St

T. P. Linder 1817 Lafayette

John M. Linder 1813 Lafayette St

John M. Linder 1819 Lafayette St

O. L. Linder 1830 Lafayette St

M. J. Linder 1832 Lafayette St

B. O. Linder 1912 Lafayette

Mrs. William Linder 2040 Lafayette

Charles Wolford 2122 Lafayette St

Mrs. Charles Wolford 2122 Lafayette St

Mrs. Edw. B. Comstock 2130 Lafayette St

Edw. B. Comstock 2130 Lafayette St

Edw. B. Comstock 1916 Lafayette St

Edw. B. Comstock 1916 Lafayette St

Edw. B. Comstock 1918 Lafayette St

Edw. B. Comstock 1928 Lafayette St

Ben Campbell 1930 Lafayette

# P E T I T I O N

Fort Wayne, Indiana NOVEMBER 3rd, 1939

TO THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE:

GENTLEMEN:

The undersigned, owners of real estate on \_\_\_\_\_,  
\_\_\_\_\_, from \_\_\_\_\_, to  
\_\_\_\_\_ respectfully petition for the

passage of a resolution providing for the changing of the course of the East Creighton Avenue car line as follows: Turn South at the corner of Wallace and Lafayette on Lafayette to Buchanan; East on Buchanan to John Street connecting with the regular line.

NAME	ADDRESS
Alvin R. Kinsale	441 St. Martin St.
Frank Lullaby	2103 Hanna
R. G. Daenell	604 Buchanan St
L. A. Burrell	532 Buchanan St
Mrs Emma Lomtyer	530 Buchanan St
Mrs Harry Schimpf	530 Buchanan St
Frank J. Kubic	526 Buchanan St
Mrs Cecelia Lewis	523 Buchanan St
Mrs Geo Krings	520 Buchanan St
Mrs Cora Hosack	520 Buchanan St
Mr Geo Krings	520 Buchanan St
Loetta Wasmann	518 Buchanan St
Julius Wasmann	518 Buchanan St
Mary Wasmann	514 Buchanan St
Wm W Miller	512 Buchanan St
Mrs Carl J. Luttraw	508 Buchanan St
Mrs J. G. Pulgarant	506 Buchanan St
Wm J. Miller	502 Buchanan St
Joseph Schumacher	458 Buchanan St
William Elpers	454 Buchanan St
William Elpers	448 Buchanan St
Clyde H. Miller	448 Buchanan St
E. Books	442 Buchanan St

Miss Emma Metz 436 Buchanan St  
Mary K. Stein 440 Buchanan St  
Eleanor Stein 440 Buchanan St  
Edward W. Metz 436 Buchanan St  
Carl W. Miller 432 Buchanan St  
Mrs. Carl Miller 432 Buchanan St  
Mrs. & Mrs. Martin Mucke 430 Buchanan St  
B. S. Lager 428 Buchanan St  
Mrs. L. C. Martin 422 Buchanan St  
Edith Taylor 420 Buchanan St  
Robert A. Wedler 409 Buchanan St  
Mrs. A. J. Smith - 411 Buchanan St  
Mrs. L. Matson 415 Buchanan St  
Mr. J. B. Taylor 417 Buchanan St  
Mr. Carl Christler 421 Buchanan St  
Mr. Albert Kresser 423 Buchanan St  
Mr. Alfred C. Sarazin 427 Buchanan St

# P E T I T I O N

Fort Wayne, Indiana ~~October 2~~ 3rd, 1939

TO THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE:

GENTLEMEN:

The undersigned, owners of real estate on \_\_\_\_\_,  
\_\_\_\_\_, from \_\_\_\_\_, to  
\_\_\_\_\_ respectfully petition for the

passage of a resolution providing for the **changing of the course of the East Creighton Avenue car line as follows: Turn South at the corner of Wallace and Lafayette on Lafayette to Buchanan; East on Buchanan to Jean Street connecting with the regular line.**

NAME	ADDRESS
Richard Bakke	449 Buchanan
Arthur J. Puff	1010 E. Audisick Blvd.
Elmer R. Puff	715 Buchanan
Julie B. Reed	604 Buchanan
Emil Ramm	
Mrs. Clifton Friedt.	535 Buchanan St.
Theo R. Spranger	531 Buchanan
Leslie L. Winters	529 Buchanan
Mrs. H. L. Eckhart	515 Buchanan
Mrs. John Schmidt	521 Buchanan
Mr. W. F. Botteron	511 Buchanan
Mrs. H. L. Sarrasin	509 Buchanan St.
Mrs. H. L. Hartman	501 Buchanan St.
Mr. & Mrs. Paul Butterbaugh	463 Buchanan St.
Mrs. L. W. Tarnow	457 Buchanan St.
L. J. Christman	455 Buchanan St.
Mrs. Mrs. M. Tidane	447 Buchanan St.
Mrs. M. L. Reed	445 Buchanan St.
Mrs. M. L. Reed	445 Buchanan St.
Joseph Hambroch	437 Buchanan
Rose M. Albright	435 Buchanan
Mrs. C. A. Albright	435 Buchanan
Glaude Albright	435 Buchanan St.

Mrs William Haefling 435 Buchanan St.  
William Haefling 435 Buchanan St.  
Mr. Wm. Indrusen

# P E T I T I O N

Fort Wayne, Indiana NOVEMBER 3rd, 1939

TO THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE:

GENTLEMEN:

The undersigned, owners of real estate on \_\_\_\_\_,  
\_\_\_\_\_, from \_\_\_\_\_, to  
\_\_\_\_\_ respectfully petition for the

passage of a resolution providing for the **changing of the course of the East Creighton Avenue car line as follows: Turn South at the corner of Wallace and Lafayette on Lafayette to Buchanan; East on Buchanan to John Street connecting with the regular line.**

NAME	ADDRESS
Mrs. Mae R. Richards	2011 Hanna St.
Mr. John Evers	2003 Hanna St.
Michael G. Evers	2003 Hanna St.
Philip S. Miller	2021 Hanna St.
Mrs. Mary Beckman	2103 Weissert Pk.
Mrs. Stella Conser	2012 So Hanna St.
Mr. W. J. Limerick	2012 So Hanna St.
Mrs. Lucille Thornton	2015 Weissert Pk Ave
Ben Charlton	2018 Weissert Pk Ave.
Mrs. Leon Fosett	1927 Oliver St.
Mr. Leon Fosett	1927 Oliver St.
Mr. F. Michael Falbo	2026 Weissert Park Ave.
Mrs. Michael Falbo	2026 Weissert Park Avenue
Cesar Gardt	2017 Weissert Pk Ave.
Joseph M. Gardt	2017 Weissert Pk Ave
Stephen C. Gardt	2017 Weissert Pk Ave
Mrs. Fred Godfrey	2017 Weissert Pk Ave.
Mr. J. Gulbick	2021 Weissert Pk Ave.
W. E. Gulbick	2021 Weissert Pk Ave.
Mrs. E. L. Dietrich	2025 Weissert Pk Ave
Ed. Schafersack	1922 1/2 So. Hanna St.
Mrs. E. F. Schafersack	
Edward K. Sigler	1831 So Hanna St.

Fort Wayne, Ind.

Oct. 19, 1939

Mr. Councilman.

We wish in this manner to voice our disapproval over the proposed abandonment of the Spy Run Extended Short Line Street Car Service, and ask that you appeal directly to the council that in its place, a reliable method of transportation be installed. Not only are the people residing in this area affected by transportation but property values will decrease due to this cause.

Please give this your serious attention and do everything possible to get some method of transportation for people in this area.

Yours truly  
Mrs. E. Harsch 1213 Northlawn Dr.  
Mrs. V. King 1115 Northlawn Dr.

1130 Charlotte ave.,  
Fort Wayne Ind.

Dear Sir:-

The Riverside Parent Teachers Association asks that the franchise to take off street-car No. 13 be not granted until this community has some sort of bus or car service.

We know that the car hasn't been a paying proposition but had the service been more adequate the patronage would have been far greater.

We feel that if we are left without some sort of service, it will be a detriment to the entire community and our children that go to other schools will surely be handicapped.

Hoping this will receive your personal attention

and we will appreciate your efforts.

yours Truly

Mrs. R. H. Rohlfing Sec'y.  
Riverside Parent & Teacher  
Association.

1220 Northlawn Drive,

Ft. Wayne Ind., Oct. 12, 1939.

Hon. A. C. Spiegel,  
City Councilman.

Friend Arno:

In perusing over the proposed routes which the Indiana Service Company has instituted to become effective as soon as permission is granted, I find that our neighborhood will be without any service, since they are contemplating the abandonment of the present Short Line which has proven its worth and maximum good service during the recent years. We cannot comprehend exactly their intention in assuming that no substitute carrier will be offered. If they retain this attitude, our property values will decidedly decline.

I have been confronted with several questions regarding the proper procedure which we should undertake in this very important decision as handed down by their Company, and would appreciate it, if you will kindly intercede for us, and if necessary advise us of your opinion.

We have a very desperate condition, one that is so different from the average in the city, that is, facilities of properly getting to and from our work and destination, and during the ensuing winter months will become more acute.

I wish you would give this matter your usual prompt attention, and whatever you may be able to do for us in arriving at some solution, will be appreciated not only by me, but by all my fellow Northerners.

Very truly yours,

A handwritten signature in dark ink, appearing to read "Art Lenz". The signature is fluid and cursive, with a long, sweeping underline that extends to the right.

3302 Parnell Avenue,  
Fort Wayne, Ind.,  
Oct. 23, 1939.

Mr. A. C. Spiegel,  
2721 West Drive,  
Fort Wayne, Ind.

Dear Mr. Spiegel:-

In view of the abandoning of the Centlivre Short line in the near future, we sincerely hope you will do what you can for us, so that we will be provided with a bus route for our community, along Parnell Avenue. As you know, the city limits extends north of State Street approximately a mile; and, as I understand it, this entire section as far east as the city limits goes, will be without service, other than that on State Street.

The Centlivre short line was a help out, of course. However, it wasn't a very true example of the number of patrons this community would develop, because the service wasn't very dependable. Due to the poor condition of the tracks, the car frequently jumped the track, causing patrons to be late for work, all of which discouraged some of using it. We had always hoped that the service would be improved over what the Centlivre short line afforded, but instead it appears we are to be left out altogether, according to the present plans. Even if the service would not be as frequent as perhaps in other parts of the city, if it were established on a scheduled time, and could be depended upon, it would be appreciated and used by many of this community.

Trusting that you will use your influence in our behalf, so that if at all possible, we may have bus service in this section of the city also. Thanking you for past favors,

Respectfully,

*Mr. & Mrs. Harry Neusbaum.*  
*3302 Parnell Ave. City.*

*Mr. & Mrs. C. J. Fiedler*

1042 North Lawn Drive.

We, the undersigned property owners and residents living west, north and south of St. Marys Avenue and State Blvd., the majority having children of school age with no means of transportation whatever but the West State Blvd. bus, who if being deprived of the bus service will miss a great part of their schooling during the winter months, notwithstanding the men and women going to and from their respective positions and business, also the fact that removing the bus service from West State Blvd., would depreciate the value of our properties, therefore we earnestly beg the Indiana Service Corporation to reconsider the proposed rerouting the West State bus and let it remain as is.

We, the undersigned, will endeavor to increase the revenue of this bus line by soliciting more passengers wherever possible.

<u>Ernest J. Somers</u>	<u>1725 Purdue Dr.</u>
<u>Violet E. Somers</u>	" " "
<u>Patty J. Somers</u>	" " "
<u>William E. Hoffmeyer</u>	<u>1719 Purdue Dr.</u>
<u>Billy E. Hoffmeyer</u>	" " "
<u>Betty Hoffmeyer</u>	" " "
<u>Lila O. Hoffmeyer</u>	" " "
<u>Clay Schiller</u>	<u>2411 N. Highland Blvd.</u>
<u>Esther Schiller</u>	" " "
<u>Norma Schiller</u>	" " "
<u>Dorothy Schiller</u>	" " "
<u>Robert Schiller</u>	" " "
<u>Russell S. Ayers</u>	<u>1820 Purdue Dr.</u>
<u>Carole S. Ayers</u>	<u>1820 " "</u>
<u>Stephen S. Ayers</u>	<u>1820 " "</u>
<u>Walter S. Ayers</u>	<u>1820 Purdue Dr.</u>
<u>William S. Ayers</u>	<u>1820 Purdue Dr.</u>
<u>Mary M. Spadley</u>	" " "
<u>Joseph M. Spadley</u>	" " "
<u>H.C. Jacobson</u>	<u>2531 Cambridge St.</u>
<u>Anna Mae Jacobson</u>	" " "
<u>Helma E. Jacobson</u>	" " "
<u>Mrs. A. Chadwell</u>	" " "
<u>Mrs. Donald Shafter</u>	<u>2517 Cambridge St.</u>
<u>Mrs. Donald Shafter</u>	" " "

Eugene Shafter	2517 Cambridge Dr.	
Dick Shafter	"	
Wayne Shafter	"	
Mrs. Estelle Teel	2144 Miner St.	
Victor A. Bontwell	2501 Cambridge Blvd.	
Clara E. Bontwell	2501 Cambridge Blvd.	
John W. Regelin	2501 Cambridge Blvd.	
Eliza J. Regelin	2501 Cambridge Blvd.	
H.C. Spoor	2426 Cambridge Blvd.	
Mrs. R. R. Thomas	614 1/2 W. Third	
T. Robert Thomas	614 1/2 W. Third	
Mrs. L. C. Spoor	2426 Cambridge	
Jack L. Spoor	"	
Carol Spoor	"	
Charles Thomas	"	
Elmer Grenzembach	2405 "	
Mrs. Elmer Grenzembach	" "	
Jr. Grenzembach	" "	
Jack Grenzembach	" "	
Patsy Grenzembach	" "	
Glady's K. Martin	2402 Cambridge	
Wm. D. Martin	" "	
Billy Joe Martin	" "	
A. K. Ross	2922 Cambridge	
Betty Ross		
Begrid S. Campbell	2722 Cambridge Blvd.	
Zeas A. Campbell	"	
K. I. Krupper	1653 Rosemont - Ave	
Leand Krupper	1653 Rosemont Ave	
Ed. Krupper	1653 Rosemont Ave	
Eugene Krupper	1653 Rosemont Ave	
Jerome Krupper	1653 Rosemont Ave	
Harvey Krupper	1653 Rosemont Ave	
Clara Krupper	1653 Rosemont Ave	
Bradley Krupper	1653 Rosemont Ave	
Glady's Krupper	1125 Osage St	
John Krupper	1125 Osage St	

Gladys Kowal	1125	K Sage	St
John Kowal	1125	K Sage	St
Mrs. C. F. Longavere	1502	Rosemont Ave	
Herman Longavere	"	"	"
Virginia Longavere	"	"	"
Charles D. Longavere	"	"	"
Norm Bartman	1508	"	"
Lillian	1508	"	"
Mildred Martin	1220	Clayton	"
Donald	"	"	"
Kenneth Bartman	1508	Rosemont	"
Velma Schenkel	1416	Franklin	"
Thomas	"	"	"
Edward Bartman	1445	Stophlet St	"
Jean	"	"	"
Walter Samner	1519	Rosemont Ave	"
Helma	"	"	"
Stanley Gene	"	"	"
Ruth Ann	"	"	"
Delbert S. Bartman	1605	"	"
Mary V. Bartman	"	"	"
James Fort	1661	"	"
Jean	"	"	"
M. E.	"	"	"
Don Fort	"	"	"
Bobby	"	"	"
Joan	"	"	"
Jane	"	"	"
Max Bartman	1718	"	"
Rellie	"	"	"
James	"	"	"
Mary	"	"	"
Wilbur	"	"	"
Virginia	"	"	"
Robert	"	"	"
Leiter M. Muehn	1713	"	"
Anne Lee	"	"	"
William	"	"	"
N. F.	"	"	"

Alfred D. Shyne	2821	Cambridge, Dr
Bernard Shyne	"	"
Vernon Shyne	"	"
James Shyne, Jr.	"	"
P. Russell	2827	"
Grace Russell	"	"
Albert Russell	"	"
Sophia Russell	"	"
Frank Winick	Sothen & Cambridge	
Mrs Mary Winick	"	"
Mrs Bertha Taylor	"	"
Miss Margaret Winick	"	"
George Riley	"	"
Fred Winick	"	"
O. S. Hoopengardner	1720	W State Blvd
Edna Hoopengardner	"	"
Jane Hoopengardner	"	"
David Hoopengardner	"	"
Mrs. E. A. Robinson	1815	Pusden Dr
Mr. E. A. Robinson	1815	"
Ed. Bash	1829	"
Mrs. Ed. Bash	1829	"
Jack Shull		
Edna Shull		
Walter Heller	1715	W State Blvd
John Heller	1715	W State Blvd
Annie Heller	1715	W State Blvd
F. M. Gibson	1718	W. State Blvd.
Mrs. F. M. Gibson	1718	W. State Blvd.
Mr & Mrs A. D. Steele	1716	W. State Blvd.
Mr. R. O. Chambers	2315	Cambridge Blvd.
Mrs. R. O. Chambers	2315	Cambridge Blvd.
Mr. H. A. Bailey	2312	Cambridge Blvd.
Mrs. H. A. Bailey	2312	Cambridge Blvd.
Ernest Bailey	2312	Cambridge Blvd.
Madeline Bailey	2312	Cambridge Blvd.

Mary Ellen Bailey	2312 Cambridge
Ellen Bailey	2312 Cambridge
Edna Bailey	2312 Cambridge
Harry Bailey	2312 Cambridge
Harold Bailey	2312 Cambridge
Dorothy Bailey	2312 Cambridge
Patty Bailey	2312 Cambridge
Mrs. Laura Hunt	2312 Cambridge
Fred C. Selman	2324 Cambridge Blvd
Dorothy Selman	2324 Cambridge Blvd
Mrs. George Wypa	1928 Steep Ave
Mr. George Wypa	1928 Steep Ave
Mary Wypa	1928 Steep Ave
Florence Wypa	1928 Steep Ave
Robert Wypa	1928 Steep Ave
Alan Wypa	1928 Steep Ave
Fred Waike	2001 Ida Ave
Mae Waike	2001 Ida Ave
Robert Waike	2001 Ida Ave
Harry Cochran	2017 Ida ave.
Mrs. Blanche Cochran	2017 Ida ave.
Mrs. Harry Cochran	2017 Ida ave.

Donald Cochran 2017 Ida Ave  
Edith Geyer 2023 Ida Ave  
Marvin Geyer 2023 Ida Ave

Betty Jane Zube.	2028	Ida. Ave
Andrew Roy Zube.	2028.	Ida. ave.
Mrs. Mabel Bailer	1927	Tyler ave.
Clara Eastgate	1927	Tyler ave.
Clara Eastgate	1927	Tyler ave.
Darlene Eastgate	" "	" " "
Mrs. Mabel Bailer	" "	" " "

# P E T I T I O N

Fort Wayne, Indiana

TO THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE:

GENTLEMEN:

The undersigned, owners of real estate on \_\_\_\_\_,  
\_\_\_\_\_, from \_\_\_\_\_, to

\_\_\_\_\_ respectfully petition for the  
passage of a resolution providing for the ~~extension~~ of the Auto

Trolley Buss Line from Warren St to Roy St on  
Wayne Trace and from Wayne Trace on Roy St to New  
Haven ave.

NAME

ADDRESS

Rev. H. B. Hoerstman 2610 New Haven Ave.

Rev. Thomas Heilman 2610 New Haven Ave.

Geo Wageman 3502 New Haven Ave

Frank L. Fendler 2817 New Haven Ave

A C Thompson 2713 Chestnut St.

Clarence E. Smith 2534 New Haven Ave

Ernest Steel 2311 New Haven Ave

Richard Lyness 1717 Lombard St.

Chas. Truman 1832 Lombard St.

Guyt Thierman 2633 New Haven Ave

Gerard B. Brown 2243 New Haven Ave

Edward L. Murphy 2726 Chestnut St.

Vernon R. Smith 2711 New Haven Ave

Will Larrison 1919 Chestnut St.

Raymond J. Kelly 2101 7th St.

Ray Calverly 3328 New Haven Ave.

Alvin Robinson 3425 Logan Ave.

W. A. C. 2416 New Haven Ave

W. A. C. 1705 Chestnut St.

Joe Ratz 2522 New Haven Ave

Frank J. C. 2402 Chestnut St.

Albert Exner 2903 New Haven Ave

Ben. Hoffman 2803 New Haven Ave

300 Boyl 2425 Chestnut St.

Chas. J. Brown 2727 New Haven Ave.

# P E T I T I O N

Fort Wayne, Indiana \_\_\_\_\_

TO THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE:

GENTLEMEN:

The undersigned, owners of real estate on \_\_\_\_\_,  
\_\_\_\_\_, from \_\_\_\_\_, to

\_\_\_\_\_ respectfully petition for the  
passage of a resolution providing for the

*Extension of the Trolley Line from Harrison St to Ray St on  
Harrison St and from Harrison St to Ray St on  
Harrison St*

NAME

ADDRESS

<i>A. B. Ponce</i>	<i>2830</i>	<i>McCormick ave.</i>
<i>C. H. Schels</i>	<i>2902</i>	<i>McCormick Ave.</i>
<i>Harriet Ponce</i>	<i>2822</i>	<i>McCormick ave</i>
<i>John Steigerwald</i>	<i>2906</i>	<i>McCormick</i>
<i>Oscar M Shank</i>	<i>2912</i>	<i>McCormick ave</i>
<i>Arthur Staley</i>	<i>2916</i>	<i>McCormick Ave.</i>
<i>Edward D. Ryan</i>	<i>2934</i>	<i>McCormick ave</i>
<i>Fred Thoman</i>	<i>2936</i>	<i>McCormick Ave.</i>
<i>Leo Warner</i>	<i>2932</i>	<i>McCormick Ave.</i>
<i>Peter Agler</i>	<i>2940</i>	<i>" " "</i>
<i>Harold H. Hays</i>	<i>2834</i>	<i>" " "</i>
<i>Joe W. Oliver</i>	<i>2834</i>	<i>McCormick St.</i>
<i>John H. Kupka</i>	<i>2840</i>	<i>McCormick St</i>
<i>Glen B. LaTourrette</i>	<i>2844</i>	<i>McCormick St.</i>
<i>C. M. DeLentour</i>	<i>2850</i>	<i>McCormick St.</i>
<i>Walter Hoppner</i>	<i>2104</i>	<i>Ray St</i>
<i>Charles E. Didrick</i>	<i>2108</i>	<i>Ray St</i>
<i>Frank Lauer</i>	<i>2118</i>	<i>Ray St</i>
<i>Frank H. Hays</i>	<i>2124</i>	<i>Ray St</i>
<i>Frank Hays</i>	<i>2126</i>	<i>Ray St</i>
<i>Charles D. Hays</i>	<i>2202</i>	<i>Ray St</i>
<i>H. H. Hays</i>	<i>2204</i>	<i>Ray St</i>
<i>H. Hays</i>	<i>2206</i>	<i>Ray St</i>

# P E T I T I O N

Fort Wayne, Indiana \_\_\_\_\_

TO THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE:

GENTLEMEN:

The undersigned, owners of real estate on \_\_\_\_\_  
 \_\_\_\_\_, from \_\_\_\_\_, to  
 \_\_\_\_\_ respectfully petition for the  
 passage of a resolution providing for the

NAME	ADDRESS
Louis Micale	2506 Raymond
Albert E. Durnell	2715 Raymond St.
Charles Durnell	2715 1/2 Raymond St.
D.W. Snider	2801 Raymond St.
Emma Masbaum	2805 Raymond St.
Henrietta Masbaum	2805 Raymond St.
William Patten	2811 Raymond St.
Frank Cof.	2823 Raymond St.
Frank Lewis	2827 Raymond St.
S. Braunmarter	2837 Raymond St.
Fred Walech	2839 Raymond St.
Sam Braunmarter	2841 Raymond St.
A. Braumgarten	2901 Raymond St.
Burl Cof.	2905 Raymond St.
M. K. Worman	2914 Raymond St.
Richard E. Priest	2916 Raymond St.
R. Evans	2906 Raymond St.
Geo Hughes	2902 Raymond St.
D. E. Hughes	2902 1/2 Raymond St.
H. J. Schenk	2509 Lawrence St.
F. H. Goldthwaite	2725 Lawrence St.

# P E T I T I O N

Fort Wayne, Indiana \_\_\_\_\_

TO THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE:

GENTLEMEN:

The undersigned, owners of real estate on \_\_\_\_\_  
 \_\_\_\_\_, from \_\_\_\_\_, to  
 \_\_\_\_\_ respectfully petition for the  
 passage of a resolution providing for the

NAME	ADDRESS
<i>L. Schuch</i>	<i>2815 Schuch Ave.</i>
<i>W. C. Lecker</i>	<i>2827 Schuch Ave</i>
<i>Joseph C. Vich</i>	<i>2835 Schuch Ave</i>
<i>J. P. Sordellet</i>	<i>2901 Schuch Ave</i>
<i>S. A. Alexander</i>	<i>2905 Schuch Ave</i>
<i>Mrs. Anna Anderson</i>	<i>2921 Schuch</i>
<i>Harold F. Nieman</i>	<i>2823 Schuch</i>
<i>Lloyd Burkhart</i>	<i>2702 Schuch Ave.</i>
<i>Walter F. Braun</i>	<i>2602 Schuch Ave.</i>
<i>Wilbur Lueker</i>	<i>2520 Schuch Ave.</i>
<i>John K. K. K.</i>	<i>2525 Schuch Ave.</i>
<i>John Reddick</i>	<i>2515 Schuch Ave.</i>
<i>Lloyd Lytle</i>	<i>2506 Schuch Ave</i>
<i>Joseph C. Schuch</i>	<i>2501 Schuch Ave.</i>
<i>Wm. Mary Boyd</i>	<i>2425 Schuch Ave.</i>
<i>George R. Ringle</i>	<i>2419 Schuch Ave.</i>
<i>Wm. C. Ringle</i>	<i>2417 Schuch Ave.</i>
<i>Ray P. Keiler</i>	<i>2405 Schuch Ave.</i>
<i>E. C. Hanway</i>	<i>2401 Schuch Ave</i>
<i>Mr. J. S. Mowbray</i>	<i>2509 Schuch Ave.</i>

# P E T I T I O N

Fort Wayne, Indiana \_\_\_\_\_

TO THE BOARD OF PUBLIC WORKS OF THE CITY OF FORT WAYNE:

GENTLEMEN:

The undersigned, owners of real estate on \_\_\_\_\_  
 \_\_\_\_\_, from \_\_\_\_\_, to  
 \_\_\_\_\_ respectfully petition for the  
 passage of a resolution providing for the

NAME	ADDRESS
L. E. Bienz	2210 Roy st
V. E. Huston	2212 Roy st
J. L. Heesman	2214 Roy st
C. P. Hare	2216 Roy st
Leroy P. Hare	2220 Roy st
Edison Co	2222 Roy st
C. Petroff	2224 Roy st
N. Petroff	2120 Roy st
K. Clem	2220 1/2 Roy Street
Mrs Sarah Riley	2006 Roy st
Melvin Myers	1932 Roy st
R. W. Pitzer	1928 Roy st
R. W. Pitzer	1912 Roy st
Mrs. Nora Say	2005 Roy st
John E. Corner	2009 Roy st
Russell Worrell	2019 Roy st
Mr W. A. Gortney	2015 Roy st
Mr O. A. Riley	2002 Roy st
Mrs O. A. Riley	2002 Roy st
Mr & Mrs Clarence Degit	1924 Roy st
Mr & Mrs A. Koontz	1923 Roy st
Mr & Mrs C. Fitzwater	1927 Roy st

Eugen Conrad  
2434 Chestnut St.

---

HARRY E. LARIMER,  
2410 NEW HAVEN AVE.

---

Dorothea Bacon  
2727 New Haven Ave.

---

Mrs. G. Kintz 2711 New Haven Ave.

---

Pg. Pitzer 2729 New Haven Ave.

---

Sam Mason 2725 New Haven Ave.

---

Louis Barlow  
Sumner St.

---

John Dirig 3331 Reynolds St.

---

Francis Trane  
2619 New Haven Ave.

---

Glen C. Foltz  
3579 Mc Cormick St.

---

HOWARD E. ROBINSON  
2611 RAYMOND ST.

John H. Nicole  
L. H. Kraft

W. H. Thompson

John J. Hild

Martin Tengel

John E. Williams

2520 Raymond St.

2522 Raymond St.

2526 Raymond St.

2530 Raymond St.

2536 Raymond St.

2602 Raymond St.

---

# REMONSTRANCE

*Against the Passage of a Resolution for  
Improving*

from

street

to

street

FILED WITH THE

Roland Aron  
Mrs. Christina Nagel  
Jim Brauer  
John Smith  
George Reynolds  
Corall Sparks  
Leo Sittenger  
Cook Dr. W. H. B.  
Mrs. H. C. Gustenlager  
Mrs. H. C. Gustenlager  
Mrs. C. Thigh  
C. B. Schubert  
Mary Wisniewski  
Frederick Rankin  
Fred. Thorton  
J. Paul C. Macey  
J. J. Antoine  
E. S. Wilhoff  
Harry Durnell

2718 Raymond St.  
2722 Raymond St.  
2726 Raymond St.  
2802 Raymond St.  
2806 Raymond St.  
2810 Raymond St.  
2824 Raymond St.  
2828 Raymond St.  
2838 Raymond St.  
2725 Lawrence Ave.  
2725 1/2 Lawrence Ave.  
2815 Lawrence Ave.  
2819 Lawrence Ave.  
2821 Lawrence Ave.  
2827 Lawrence Ave.  
2810 Lawrence Ave.  
2822 Lawrence Ave.  
2728 Lawrence Ave.  
2726 Lawrence Ave.  
2726 1/2 Lawrence Ave.

---

# REMONSTRANCE

*Against the Passage of a Resolution for  
Improving*

from

street

to

street

FILED WITH THE

Edward Smith 2611 Wayne Trace

Pearl Thompson 2609 Wayne Trace

Martina Quinn 2433 Wayne Trace

Geo R. Lewis 2415 Wayne Trace

Harry Tracey 2409 Wayne Trace

Martina Quinn 2415

Clara Fortney 2403 Wayne Trace

Frank J. DeVant 2402 1/2 Wayne Trace

Mary DeVant

---

# REMONSTRANCE

*Against the Passage of a Resolution for  
Improving*

*from*

*street*

*to*

*street*

FILED WITH THE

Wells

St. Louis

2202 Roy St. St. W. W. W.

Arthur P. Robertson

2510 New Haven Ave. City

Wm. Heisenburger

3512 Reynolds St.

John Henry

3725 Reynolds St.

Frank Cartney

2808 New Haven Ave.

Ed. Wesner

4607 Sanford Ave.

Sam. D. Martin

3518 New Haven Ave.

4

James McElcease

3001 New Haven Ave.

Mary M. Griebel

2420 Chestnut St.

Chas. J. Simon

1832 Lombard St.

Geo. B. Smith

3408 Reynolds St.

Robert Morshaw

2708 Chestnut Street

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# REMONSTRANCE

*Against the Passage of a Resolution  
Improving*

*from*

*to*

FILED WITH THE

Improvement Res. No.

Resolution Adopted:

Confirmed:

Bids Received:

Contract Awarded:

Contract and Bond:

Contractor:

Reported Completed:

Assessment Roll Confirmed:

